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ON MONDAY last the Court of Appeal recurred to the subject of copies of judge's notes. In the course of the hearing of a case in the New Trial Paper, the Master of the Rolls said he wished to make it known that the rule of the court was that the delivery of a copy of the judge's notes for the use of the court was a condition precedent to the hearing of the appeal, and the parties must not assume that the court would dispense with that condition precedent and hear the appeal in the absence of a copy of the notes. He said further that when an appeal raised the question of the construction of documents, three copies of the documents must be provided for the use of the court.

IN THE CASE of *Stuart* v. *Joy*, which was argued last week before the third Court of Appeal, consisting of the Lord Chancellor, the Lord Chief Justice, and COZENS-HARDY, L.J., the question was raised whether a lessor who has assigned the reversion remains liable upon his covenants to the lessee or the assignee of the lessee; in other words, whether the statute 32 Hen. 8, c. 34, which, by section 2, places a burden upon the assignee of the lessor, relieves the lessor himself from liability, or whether both lessor and his assignee are liable after the assignment of the reversion? It was stated that there was no express decision upon the subject. The Court of Appeal reserved their judgment, which, if it should deal fully with the question to which we have referred, will be read with much interest by conveyancers.

IN A CASE recently before one of the metropolitan police-courts money was stated to have been borrowed on the security of a copy of a lease, and we do not read that any solicitor was concerned in the transaction. It is unnecessary to comment upon the serious risk attending such transactions. We have heard

that they are common enough in the building trade, and that cases constantly arise in which the parties, though quite capable of making a fair estimate of the value of the property on which money is advanced, are wholly unable to understand the legal effect of the documents relating to it. It would seem that this is particularly the case where the interest upon the lease is higher than the customary rate. At the trial of Madame Humbert it appeared that some of the witnesses who had lent her large sums of money at extravagant interest had acted without legal assistance. Any one who sustains loss under such circumstances cannot expect much sympathy.

A man was prosecuted this week at the Bromley (Kent) Petty Sessions for an offence which is very seldom heard of, and of which probably a large majority of the public are ignorant. The offence was that of paying wages to three men in a public-house, and the defendant was convicted and fined. The summons was taken out under the Payment of Wages in Public-houses Prohibition Act, 1883, which makes general a provision which, since 1872, had forbidden the payment of wages in public-houses to miners employed in coal and metalliferous mines. The Act forbids payment of wages at or within any public-house to any "workman," except to a workman *bonâ fide* employed by the licensee. "Workman" is defined so as to include any labourer, servant in husbandry, journeyman artificer, handicraftsman, or other person engaged in manual labour, not being a domestic or menial servant. It is not only an offence so to pay wages as regards the person paying, but also as regards any person who permits any other person to contravene the Act. Therefore, if the licensee knows that wages are being paid in his house, and does not interfere to prevent it, he also is guilty of an offence under the Act, and is liable to a penalty of £10. In the recent case the licensee seems to have had no knowledge of what was being done, or else on doubt he would also have been proceeded against. For obvious reasons, this is a salutary Act, and one which should be more widely known amongst small employers of labour.

A question which arose in the New York Court of Appeals in the case of *Clerk* v. *Brooklyn Heights Railway Co.* (78 App. Dec. (N.Y.) 478) has not, within our recollection, been discussed in an English court. In an action to recover damages, alleged to have been caused by the defendants' negligence, it was sought to prove that since the injury the plaintiff had been unable to write without experiencing a tremor of the hand, or to drink a glass of water without similar inconvenience. For this purpose a glass of water was handed to the plaintiff in order that the jury might see that he took it with both hands, that his hands trembled, and that the water was spilt. It was objected that this illustration ought not to have been permitted by the presiding judge. The court, in deciding that the judge had acted rightly in permitting the plaintiff to make experiments in the presence of the jury to shew the extent of his injuries, observed that the injured person would in any view be allowed to give an oral description of the character of his injuries, and that it was equally possible for him to be guilty of deception in the course of this statement as in any illustration of his physical weakness. In either case the jury were to judge of the credibility of the witness. This decision seems to be founded on common-sense. If such an illustration is objected to, the same objection would apply to the fact that the plaintiff entered the court on crutches or was brought in upon a stretcher. But the tendency in this country is to call the plaintiff merely to prove the accident, leaving the extent of his injury to be established by medical evidence.

Wager or honour policies of insurance, or marine policies in which the person insured has no interest in the subject-matter of insurance, are said to have been much in vogue at the time of the passing of the Marine Insurance Act, 1745, and to have led to the provisions of that Act by which such assurances are made void. We now read, in a report of the inquiry into the loss of the British steamer *Firth of Forth*, that similar policies are common enough at the present day, and are known as "p. p. i. policies." One of the witnesses stated that his insurance of the vessel was a mere gamble; that he effected the insurance just as he might have put money on a racehorse. These insurances by persons who have no interest in the vessel insured were stated to be necessary for business purposes, and we are informed that they are scrupulously regarded by underwriters as "honour policies." We are well aware that a large number of business transactions could not be enforced as contracts in a court of law. The Statute of Frauds remains unrepealed, but it is wholly disregarded by merchants on the Manchester Exchange, who make the scantiest possible note of their mutual dealings. But these "honour policies," effected in contravention of the Marine Insurance Act, stand upon a different footing. They are not merely, as was said in old days "games of hazard like the casting of a die," but they have a dangerous tendency, for they give the person who effects the insurance an opportunity of profiting by the loss of the vessel. This was pointed out with much energy by Mr. Plimsoll in his arguments for a reform of the regulations affecting merchant shipping.

In the case of *Rileys* (*Limited*) (1903, 2 Ch. 590) Mr. Justice Byrne was asked to hold that the Deeds of Arrangement Act, 1887, applies to arrangements made by joint stock companies with their creditors. The company had made an agreement with a number of its creditors, whose names were to be given in a schedule to the agreement, for the payment by instalments through a trustee, of the debts due to them. This agreement had not been registered under the Act, and as by section 5 a deed not registered within seven days after the first execution thereof is void, it was contended that the agreement was void for want of registration. Upon a reference to the Deeds of Arrangement Act, 1887 (50 & 51 Vict. c. 57), we find scarcely anything to support this argument. The Act, which is a very short one, applies (in the same manner as creditor's deeds under previous statutes) to instruments in respect of the affairs of "a debtor" "for the benefit of his creditors." By the express terms of the Companies Act, 1862, a receiving order cannot be made against any company registered under the Act, and under the Companies Acts themselves there are ample facilities for winding up the affairs of a company. The only expression in the Act of 1887 which could be relied upon was in section 19, by which "person includes a body of persons corporate or unincorporated." But these words present no difficulty, for they are obviously limited to the sections relating to creditors and enabling "persons" to inspect the register and registered deeds. Moreover, in the words of the learned judge, "bearing in mind that there have been two lines of legislation, one dealing with bankruptcy and the other with companies, and the facts which led to the passing of the Act of 1887, everything tends to shew that the arrangements dealt with by that Act were deeds executed by those who under the old Act of 1869 came under the bankruptcy law." The inevitable conclusion was that the Act of 1887 did not apply to joint stock companies.

An application made to the Tottenham police-court last week may help to remind us that the law as to the limitation of the time for taking criminal proceedings is not generally known. It was, singular to say, an application for a summons in respect of an assault which occurred sixty years ago. A complaint or information under the Summary Jurisdiction Acts can only, in the absence of express statutory provision, be preferred within six calendar months from the time when the matter of the complaint or information arose. But a prosecution by indictment for a felony or misdemeanour may in general be commenced any length of time after the commission of the crime, owing to the old common law rule by which a right once vested in the Crown could not be prejudiced by the mere lapse of time. The absence of any period of limitation in these cases may be criticised in the language of Baron Hume in his work on the Criminal Law of Scotland. That learned jurist comments upon the unfairness of allowing a prosecution for murder to be commenced many years after the commission of the offence, and dwells upon the little benefit of an example in such a case, the natural decay of resentment, public and private, in the course of time, the anxiety endured by the culprit for so many years; the difficulty of establishing the whole circumstances of the fact and the possible, nay the probable, loss of the defendant's evidence in exculpation.

These considerations plead powerfully in support of the equitable rule of the Roman law, recommended also by the general practice of nations in modern times, which gives the accused his *quietus* at the end of twenty years. But the English law remains unchanged, and a prosecution, like that of EUGENE ARAM, for a murder many years before his trial, could be instituted at the present day.

WE HAVE become so ingrained with the traditions of the jury system in this country that, although it is subjected to occasional criticisms, it is very seldom, if ever, that its virtues are seriously challenged. But then it must be remembered that in this country the system has "grown with our growth, and strengthened with our strength," and it by no means follows that it is equally successful in other countries where it has been superimposed upon a different social structure and a different race. Perhaps it is no exaggeration to say that the jury system is only a success in Anglo-Saxon communities, and for two main reasons. One is because the Anglo-Saxon is imbued with a natural spirit of fair play, the foundation for an honest verdict, and the other is because he is practically incorruptible, perhaps the most valuable safeguard of all. It has frequently happened, therefore, of late, that in countries where these qualities are not so conspicuous the jury system has been the subject of very severe criticism. In a recent paper read by one experienced in the working of the system, entitled "The Modern History of Trial by Jury in India," and in the discussion which followed, some very severe criticisms were passed. If the author of that paper, Mr. BEIGHTON, is to be trusted, the evils which are almost invariably attendant upon the system except in Anglo-Saxon communities are terribly rife in India. Not only are native juries shamelessly corrupt, and liable to "duress" in many forms at the hands of wealthy criminals, but the system there suffers from two other defects which may be a fertile source of miscarriage of justice—namely, a dread of responsibility and dislike of the law itself in serious criminal cases, and also a certain lack of mental capacity which makes the average juror incapable of proper weighing and balancing the evidence. These, after all, are only defects which one would have expected to find in the average Indian, and it is a pity that more weight was not given to them before the system was introduced. Upon the point that it is impossible to revoke the privilege of trial by jury, when once conceded, there seems complete unanimity. Luckily the European is protected in the main from its evils by the fact that a jury trying him must contain a majority of his countrymen. The evils too are further mitigated by the very wide powers of revision given to the judges. But we are loth to believe that the evils dilated upon, though doubtless very widespread, are as rife as they are represented. Certainly we recollect to have recently heard one chief justice express the opinion that in his Residency the system worked on the whole fairly satisfactorily.

THE DECISION of FARWELL, J., in the recent case of *Tendring Hundred Waterworks Co.* v. *Jones* (1903, 2 Ch. 615) is an interesting example of a solicitor being held exempt from liability for the fraudulent act of his partner. The defendant carried on business at Manningtree in partnership with A., and under the articles of partnership the partnership business was to include all appointments held by A. during the partnership in the Tendring Hundred. Prior to the commencement of the partnership, A. had been appointed secretary to the plaintiff company. During the partnership, and while he still held this office, the plaintiff company purchased a piece of land, and their minute-book contained an entry that when the signing of the agreement was reported, "it was resolved that the land be conveyed to the secretary for the present, on his undertaking to convey to the company when called upon." The conveyance accordingly was taken to A. It was a simple conveyance to him in fee, but it contained a covenant to fence the property and to keep the fences in repair. At this time the company rented a safe in the vaults of a safe deposit company, but instead of the conveyance (which was the only title-deed handed over) being sent there, it was retained by A. Subsequently A. fraudulently deposited the conveyance as security for £500, and later on he executed a legal mortgage in favour of the mortgagee. Since the mortgagee took without notice of the equitable title of the plaintiff company, he acquired priority over them, and when the circumstances were discovered, the company claimed to recover against the defendant the loss which they had incurred through his partner's fraud. But the claim was rejected by FARWELL, J. Had the holding of the deed been properly within A.'s duties as secretary, the firm might have been liable, since the secretaryship was, under the articles, a part of the partnership business. But in taking the conveyance in his own name and holding the deed, A. was acting as trustee for the company and not as secretary, and his conduct in this capacity was outside the scope of the partnership business. But it was argued that the firm had been guilty of negligence in allowing A. to deal with the conveyance without the knowledge of the beneficial owners. Here again, however, the learned judge held that there had been no default on the part of the firm. It was not the firm's arrangement that the conveyance should be to A., and when the company had for their own convenience put A. in the position of owner, and so entitled him to possession of the title-deed, it was no business of the firm's to control him in his dealings with the deed. The good faith and honesty of the defendant, observed FARWELL, J., were undoubted and unchallenged, and it is fortunate that no technical considerations required that liability should be imposed upon him.

LAW REPORTING in the United States is understood to have, at least in theory, become a science, and we remember to have heard of a text-book on the subject by an American law professor entitled "A Course of Instruction in [among other things] Composing Head-notes." Sir FREDERICK POLLOCK's address to the American Bar Association on English Law Reporting must, therefore, have been looked for with no common interest. It now appears for the information of English readers in the current number of the *Law Quarterly Review*. Though the address is a clever piece of work, there is not very much in it which is new to the English lawyer. We are all aware that most of the judges (all in the Chancery Division) revise their judgments in proof for the *Law Reports*, but we learn that some of them not only correct their judgments, but also give valuable hints for the improvement of other parts of the report. What we should like to have heard is the general nature and extent of the alterations made by these learned persons. Are fresh reasons for the judgment added and former reasons excised? There is a well-authenticated story that the judgments of a certain judge, long since deceased, were seldom (except as to the conclusion at which he arrived) delivered by him, but were compiled by an able and enterprizing reporter. The proof-sheets of these judgments must have been an interesting study for the learned judge. Do the oral judgments which are reported always go to the judge for correction? We should imagine not—at all events before the time of the present editor—for we well remember a distinguished judge bitterly complaining to us that, in the *Law Reports* for that month, he had been made to "talk nonsense" in the report of an oral judgment delivered by him. Again, Sir FREDERICK POLLOCK, while telling us that judges, even of the Court of Appeal, do not always write their judgments, and citing Sir GEORGE JESSEL as an instance, omits to give us any information as to the difficulties arising from the caligraphy of written judgments, the interlineations and side-notes scrawled in the wildest way over the margins and backs of the paper. It is a lamentable fact that some occupants of the bench, while distinguished by many accomplishments, have never been taught to write. We find no mention, again, of the learned judge who used usually to write his judgments in pencil, and may do so still for all we know. One observation made in the address is as true as it is remarkable: "I may observe," Sir FREDERICK says, "as the result of a pretty long experience of press corrections, that the more manifest an error is, the greater chance it has of continuing to escape when it has escaped once The reason is that even a skilled proof-reader may unconsciously read with his mind's eye what ought to be there instead of what is; and if he does it once, he is as likely as not to do it

again. A familiar and annoying example is the accidental transposition of the words 'plaintiff' and 'defendant,' a blunder which I conceive every one of us must have unconsciously committed in his own work at some time or other, and as unconsciously failed to correct."

We print elsewhere an interesting and able letter from "A North Country Solicitor" upon the question of the keeping by solicitors of separate banking accounts for clients' moneys. Hitherto the arguments, so far as they have found expression, seem to have been all in favour of the separate account. But our correspondent boldly takes the opposite view, and urges that the system is at once troublesome in operation and ineffective as regards the end in view—namely, the protection of the money of clients from misappropriation. That there is a certain amount of trouble in working the system may be admitted, and where, as in the North of England, bankers charge a commission on the total amount of the transactions, the transfers between the accounts involve some expense. But all account keeping is troublesome, and the question is whether the results justify the trouble which is taken. Our correspondent contends that it is quite sufficient to split up the cash entries of moneys received into separate items of costs and client's money, and to post the latter in the ledger to the client's account. It should thus be easy to ascertain at any moment with absolute accuracy how much money belonged to clients, and the solicitor who drew upon this money would do so just as intentionally as if he drew a cheque on a separate account; while the trouble and expense incident to the separate accounts in the way of entries and transfers would be avoided. This system is open, however, to the objection that it involves the inclusion in the cash book of entries other than the simple receipt and payment of moneys, and we should suppose that in practice costs accounts are not made out so speedily as to enable the cash book to be always kept up to date. Moreover, under the most favourable circumstances, the ascertainment of the proportion of moneys at the bank which belong to clients is a matter of reference to books, and the state of affairs is essentially different from that which obtains when the moneys are in the first instance paid into a separate account and then the solicitor's share transferred to his own account. It may be readily conceded to our correspondent that the keeping of separate accounts is not in itself a protection against dishonesty. And even with single accounts the case must be very exceptional where a solicitor can, to any considerable extent, or for any length of time, draw upon clients' money without being conscious of the fact. But still, the substantial reasons for the keeping of separate accounts do not seem to be shaken. Allowing that a solicitor may protect himself sufficiently under the single account system, yet this involves continuous watchfulness, and he lacks the sense of security he feels when, under the separate account system, his clients' moneys are automatically kept apart from his own. And the other, and perhaps the stronger, reason is that the separate account system is, having regard to recent events, no more than a proper concession to public opinion.

The refusal of the United States of America to surrender the escaped convict Lynchehaun is an event of considerable importance, and a decision which has been received with much surprise in this country. We are not certain whether there is any appeal from the decision of Federal Commissioner Moore to the effect that the convict's offence was of a political nature, and that therefore extradition could not be granted; but if there is any appeal, it ought certainly to be prosecuted without delay. Meanwhile, however, it appears that Lynchehaun has been set at liberty, so that it is quite likely that, even if he is wanted, he may not again be found. This person was convicted by a jury of his countrymen of a most brutal attempt to murder, and was sentenced to penal servitude for life. He had tried to kill a defenceless woman, had set fire to her house, and done all he possibly could to burn her with the house. It is true there was some question between him and his victim as to the payment of rent, and it is well known that there is considerable disinclination in Ireland to pay rent; but to call the crime a political offence shews either that the person so describing it has most eccentric views as to the meaning of the expression, or else that he was grossly misled as to the state of things in Ireland. In the case of *Re Meunier* (1894, 2 Q. B. 415), a Divisional Court decided that in order to constitute a political offence there must be two parties in a country each trying by force to impose the form of government of its choice upon the other. The court, therefore, refused to grant a *habeas corpus* for the release of an anarchist who had exploded a bomb in a Paris café and killed two persons. Here the persons killed were apparently strangers to the murderer, and the criminal act was committed in furtherance of the general object of anarchists to overthrow all governments. In the Irish case, however, the unfortunate woman who so nearly lost her life was a person well known to the convict, and towards whom he undoubtedly bore malice. That alone ought to remove the case from the political list. But who can say that at the present time there is in Ireland any party attempting to overthrow by force the Government of the country? And yet this American official, in a considered judgment, is reported to have said that the offence was an act incidental to a political movement, and that the people in Ireland would be in open insurrection, only that the right to carry arms was denied them. He is also said to have spoken of the "odious" laws affecting landlord and tenant in Ireland, and to have said that an act aimed at changing laws was a political act. It would surely be extremely dangerous to accept such a doctrine, and it is worthy of note that some of the extreme Nationalist newspapers of Ireland are loudest in expressing their indignation that this foul crime should be called political. The law as to what constitutes a political offence was carefully considered by the High Court in *Re Castioni* (1891, 1 Q. B. 149), and the court approved of the definition by Sir James Stephen in his *History of the Criminal Law*, that it includes only "crimes incidental to, and which formed part of, political disturbances." There must, in fact, according to the decision, be something going on in a State which amounts almost to a state of war, and the offence must have been incidental to that condition of things. Lynchehaun's crime does not seem to approach this definition, and it is to be hoped that some way exists of reviewing this most perverse decision.

The Changes Introduced by the New County Court Rules.

I.

Since the County Courts Act of 1888, which consolidated, with amendments, all the preceding County Court Acts from 1846, the procedure and practice in county courts have been regulated by the County Court Rules and Forms of 1889. These rules and forms were, however, from time to time supplemented by numerous other sets of rules and forms. The result of these frequent additions and amendments had led to considerable complication, and some confusion and contradiction in the practice. We welcome, therefore, the publication of a new set of County Court Rules and Forms which should greatly tend to simplify the practice and insure unanimity of procedure in county courts upon many points upon which considerable doubts have existed.

The County Court Rules, 1903, annul the County Court Rules of 1889 and all the county court rules of subsequent date. These rules have consolidated all the previous rules, with considerable additions and amendments. The object of their framers, further, has evidently been not to introduce any revolution in the practice of the courts, but, by a careful rearrangement and, where necessary, extension of the old rules, to simplify the practice, and render them a more complete code of procedure. At the same time, even a cursory inspection of the new rules suffices to shew that, although the main principles of procedure are left untouched, there have been introduced many important alterations and innovations in the details of the practice affecting all those who, either as officers of the court or as litigants, or their advisers, have to have recourse to them. Some idea of the extent of these additions and amendments may be gathered from the fact that there are no less than somenew 120 rules and some 50 new forms, while there is scarcely an order in which there

are not several amendments of varying importance to three, four, or more rules. It is obvious, therefore, that, as the rules are to come into force on the 1st of January, 1904, it is very advisable that the officers of the court and practitioners should familiarize themselves with the more important changes in the details of practice. It is not intended in these articles to attempt to deal exhaustively with all the alterations and amendments. This is a task which can only be satisfactorily performed by those who edit the leading practice books upon this subject. But it may be useful to bring prominently to the notice of our readers some of the more striking features.

One feature of these new rules strikes us at once, and that is the introduction of a large number of new rules almost exactly corresponding, *mutatis mutandis*, with High Court rules touching similar points of practice. Such rules, however, do not necessarily mean an alteration in the county court procedure, for it will be remembered that, by the concluding words of section 164 of the County Courts Act, 1888, the general principles of High Court practice are made applicable to cases not provided for by the rules. This provision has, however, by its vagueness given rise in many cases to considerable uncertainty. It has been held, for instance, that it must not be read as supplementing the rules upon points of practice provided for by the Act or the rules themselves: *Robinson* v. *Fawcett* (1901, 2 K. B. 325). But it is often hard to say whether the rules on any particular point of practice are to be considered as a code in themselves, excluding the application of the High Court practice, or whether it is legitimate to supplement them in the way indicated. The express introduction of many of these High Court rules does away, in many cases, with such uncertainty. For instance, the High Court rules as to discontinuance include a provision for the stay of any subsequent action for the same, or substantially the same, cause of action until the costs allowed on such discontinuance have been paid. Ord. 9, r. 1, of the County Court Rules, however, dealing with discontinuance, formerly contained no such provision. It might very plausibly be argued that the effect of section 164 of the Act was to enable the court to make an order for a stay where the costs of an action discontinued in the county court were still unpaid, but the point was a doubtful one. By the new rules, however (see ord. 9, r. 1), an express provision, similar to that in the High Court rule, has been introduced. Many similar examples might be given. For instance, rules 18 to 34 of order 3, dealing with administration and execution of trusts, contain several new rules corresponding to High Court rules which tend to expressly assimilate county court to the High Court practice on this point. Compare also the new rules 12, 14, and 15 of order 22, and also rules 5 to 12 and 22 to 36 of order 24. The last-mentioned rules introduce in detail into the county court procedure the Chancery practice applicable to the working out of orders in chambers of the Chancery Division of the High Court.

There are, moreover, numerous amendments which are merely declaratory of the existing practice. Indeed, it is not perhaps hypercritical to say that in some cases the rules seem to have been rearranged with amendments merely for the sake of verbal consistency with other analogous rules. Such a course is merely calculated to confuse or mislead the practitioner, and would not appear to serve any useful purpose. An instance of such a merely declaratory amendment would appear to be afforded by sub-paragraphs 3 and 4 of rule 71, order 25, relating to the liability for contempt of court of a person wilfully disobeying an order for attendance and examination for the pnrpose of discovering means. A debtor was always liable to attachment for disobedience to such an order if it were served personally under rule 57 (old rule 48*a* of order 25). Another instance of the same thing is afforded by rule 12 of order 19, as to affidavits of service; but perhaps a more striking illustration of it is to be found in the new rule 12 of order 22, providing for the judge disallowing vexatious or irrelevant questions in cross-examinations. The power to control cross-examination and to prevent it being abused is a power inherent in every court: *Re Mundell* (1883, 52 L. J. Ch. 756).

Having noticed these two general features of the new rules, it is now proposed to point out in a little more detail the chief points of practice in which any change of special importance has been made, with special regard to the person whose duties are affected thereby. It will perhaps be convenient in doing this to follow so far as possible the numerical order of the rules.

Service.—With regard to this all-important branch of practice, details of which it is so necessary to minutely observe if much unnecessary delay and expense is to be avoided, the amendments are numerous, and affect the parties themselves, registrars and bailiffs. Rules 6, 23, and 25 of order 3, relating to the duties of the high bailiff in connection with service, have been amended. The amendments to rules 6 and 25 are merely consequential on the amendment to rule 23. That rule, however, has been amended with the view of insuring that the indorsement upon the summons shall be of the fullest nature. This is very essential, since, by ord. 7, r. 11, an action cannot proceed unless the court is satisfied that service of the summons was known to the defendant before the return day. The indorsement must now follow a new form (form 29), and state the mode of service and the place where service was effected. The amendment to sub-paragraph 4 of rule 26 supplies an omission in the old rule by imposing on the registrar, in the case of doubtful service upon a company, the duty of sending a notice of doubtful service similar to that prescribed by rule 6 in the case of service upon individuals. Formerly, where non-service of an ordinary summons was owing to the plaintiff having misstated the name or given a wrong address of the defendant, or of the defendant having removed from such address before the entry of the plaint, a successive summons could not issue; but by a revised rule 6 of order 7 the plaintiff is afforded a loophole in such cases if he can satisfy the court that the error was made *in good faith and without want of reasonable care*. In a case of doubtful service the amended rule 11 of order 7 gives the court a discretion, if it adjourns the action, to direct notice of the adjournment to be served on the defendant by post under ord. 54, r. 2. By the new proviso to rule 13, order 7, the court may order that service on an infant defendant personally shall be deemed good service. Perhaps the most important alteration under this head of practice is by rules 41 to 49, relating to service of a summons, or notice of a summons, out of England and Wales. Such service was, under the old rule 23 of the old order 51, confined to defendants sued under section 67 of the Act. The new rules, however, are framed on the model of order 11 of the Rules of the Supreme Court, and form, like that order, a complete code on this subject, and apply to all classes of actions there enumerated, including actions of tort within their scope. Rule 44 governs the procedure upon the application for leave, and rule 49, corresponding with R. S. C., ord. 12, r. 30, gives a defendant the power to apply on notice to the judge to set aside such service. It is only further necessary to draw attention to the provisions as to service of a witness summons under rule 4 of order 18, service of a default summons where the plaintiff abandons part of his claim (ord. 23, r. 8), service of a garnishee summons (ord. 26, r. 3), and the general provision as to service where no mode is prescribed (ord. 54, r. 2).

(*To be continued.*)

The doctrine of "clogging" mortgages, says the *Law Quarterly Review*, threatens to become an intolerable nuisance—an interference with the freedom of the subject. It was a useful enough doctrine in a primitive and more technical age, when ignorant people were often entrapped into oppressive bargains, but to-day it is an anachronism, and might with advantage be jettisoned. Instead, the Courts have taken to emphasising the doctrine in all its original crudity. It was open to them a few years since to have moulded the doctrine to meet the changing conditions of modern life, and to have confined redress to cases where there was something oppressive or unconscionable in the bargain, to make this the test, as it was the origin, of the doctrine; but the Courts have preferred to adhere to technicality and an unprogressive judicial policy. The decision of the Court of Appeal in *Jarrah Timber and Wood Paving Corporation* v. *Samuel* [1903] 2 Ch. 1, C. A. was inevitable after *Noakes & Co., Ltd.* v. *Rice* [1902] A. C. 24; but see to what a conclusion it leads. A company, with a board of directors composed of experienced men of business, advised by a competent solicitor, after it has invited a loan and settled considered terms, is supposed to be the victim of some oppression at the hands of the mortgagee, because it has given the mortgagee an option of purchasing the mortgaged property at a certain price, and is permitted by the Court to repudiate its own bargain, deliberately entered into in its own interests—surely a proceeding more unconscionable than anything involved in the so-called "clogging," if there is any such thing as sanctity in contracts.

The Effect of a Resettlement on the Powers of the Tenant for Life.

I.

Preliminary.—The decision in *Re Cornwallis West and Munro* (1903, 2 Ch. 150) has given rise to much discussion, and, so far as we are aware, has been generally doubted by conveyancers. If it is correct, a large number of titles must be incurably bad, and therefore, though it may appear presumptuous to impugn a decision given by the very learned author of Farwell on Powers on the effect of an attempted execution of a power, we venture to adduce some arguments which were not brought before the court, and which, if they had been raised, might have altered the decision.

The facts in *Re Cornwallis West and Munro* may be stated shortly as follows: A., being tenant for life under a will, subject to a jointure created under a power contained in the will, concurred with B., the first tenant in tail under the will, in a disentailing assurance, by which the land was limited to such uses as A. and B. should appoint, and in default of appointment to the subsisting uses of the settlement. By a resettlement, A. and B., in exercise of the power in the disentailing assurance, appointed to such uses as they should jointly appoint, and in default of appointment, to A. for life, in restoration of his life estate under the will, with divers remainders over, and certain persons were appointed trustees for the purposes of the Settled Land Acts. A. agreed to sell with the concurrence of the jointress, there being no trustees of the will for the purposes of the Settled Land Acts. The court decided that the life estate under the will was in existence, and that the only settlement upon which A. could exercise his statutory power of sale was the compound settlement consisting of the will, the disentailing assurance, and the resettlement, and that unless trustees of the compound settlement were appointed, he could not make a good title.

In order to criticize this decision it will be necessary to discuss at some length the object and effect of the restoration of a life estate under a prior settlement, and to consider the distinction between powers operating under the Statute of Uses or in equity and powers conferred by the Settled Land Acts, 1882 to 1890.

Effect of a Resettlement on Powers Under the Statute of Uses and Equitable Powers.—Under this head we shall not consider the effect of a resettlement on powers conferred by the Settled Land Acts, we shall only deal with powers operating under the Statute of Uses and equitable powers. The express powers conferred by a strict settlement, whether they are for the creation of family charges or are for granting leases or making sales, generally take effect by virtue of the Statute of Uses; though some few operate in equity only, such as the power given to a tenant for life of consenting to a sale by the trustees of the settlement. It will be observed that powers of either of these natures, where exercisable by the tenant for life, are annexed to his estate, and that it is often desirable, on a resettlement, to allow them to remain exercisable after the resettlement, as when they are exercised they override family charges contained in the original settlement and not actually raised; while if these powers were destroyed, these charges would be paramount to the powers in the resettlement, so that no lease or sale could be made free from them.

Where a disentail and resettlement was made prior to the Fines and Recoveries Act, allowance had to be made for the ransacking effect of fines or recoveries, by virtue of which they passed, not only the land itself, but also passed or extinguished all rights and powers annexed to the land. It was settled law that where the parties agreed, either at the time of levying the fine or afterwards, that the fine should enure to confirm the powers, they remained exercisable, and accordingly where the disentail was effected by a fine they were kept alive by express declaration.

Where a recovery was suffered, the powers were kept alive by the tenant for life conveying the land by bargain and sale (an innocent conveyance) to the tenant to the præcipe during the joint lives of himself and the latter, so as to leave in himself a reversion to which the powers remained annexed, and sometimes a clause, called the £100,000 clause, was inserted making the conveyance void in case £100,000 was not paid to the tenant for life within a certain time: the money was never paid, and on its not being paid within the appointed time, the tenant for life reacquired his old life estate. Although on non-payment of the money the bargain and sale became void, still the recovery was valid, as the tenant to the præcipe was actual tenant of the land at the time when the writ was issued. (See 3 Dav. Prec. 594; Butler Co. Litt. 203*a*, (1) iv.; Fearne C. R. 379; Sugd. Pow. 72.)

After the commencement of the Fines and Recoveries Act neither of the artifices above employed where a recovery was suffered could be adopted. Three forms of resettlement were used. In the first form the tenant for life concurred in the disentailing assurance as protector of the settlement, but did not convey his life estate, so that the resettlement dealt merely with the estate in fee simple in remainder created by the enlargement of the estate tail. In this case the effect of leaving the life estate untouched implies that all the incidents of the life estate are to be preserved, and therefore, in the absence of express words to the contrary, the powers annexed to that estate remain exerciseable (Sug. Pow. 71).

This scheme was often inconvenient, as it was generally intended to give to the tenant in tail a rent-charge during his father's life having priority to his life estate, and also to give additional powers to the father. The manner in which this was effected was for the father to concur in the disentailing assurance with the tenant in tail in conveying the whole fee (subject, of course, to the existing family charges) to such uses as they should jointly appoint, and, in default of appointment, to the subsisting uses of the settlement. In the resettlement the father and son, in exercise of their power, limited the estate to uses, one of which was to the use of the father for life "in restoration of his life estate under the original settlement." The effect of this restoration of the father's life estate was to enable him to exercise all the powers annexed to his life estate under the original settlement, and also to exercise the new or additional powers conferred on tenants for life under the resettlement. It will be observed that as the powers took effect either under the Statute of Uses or in equity only, the intention shewn by restoring the life estate was sufficient to keep them alive. This is the view commonly taken as to the way in which the powers were kept alive: *Re Wright's Trustees and Marshall* (28 Ch. D. 93).

The question whether the father really retained his original life estate, or whether he took a new life estate under the appointment, is perhaps of merely academic interest, as, however this may be, the intention is clear that the powers annexed to his original estate were to remain exerciseable. It may be argued that he retained his original life estate, for it is a rule of law that where a conveyance operating by transmutation of possession is made, and the uses declared do not exhaust the fee, so much of the estate as is not disposed of reverts to the old uses. It follows that if the disentailing assurance had contained no declaration of uses in default of appointment under the joint power reserved to the tenant for life and the tenant in tail, the uses of the original settlement would have remained in force until an appointment was made. It is a rule of interpretation that the expression of a clause that the law implies has no effect (see the cases collected Elph. N. & C. Interp., at p. 85). It follows that the declaration in the disentailing assurance, that, in default of appointment, the subsisting uses of the settlement are to take effect, had no effect. Of course we do not suggest that this declaration should be omitted. Similar reasoning applies to the resettlement. If the appointment under the power in the disentailing assurance had merely stated the uses which were to take effect after the death of the tenant for life under the original settlement, he would have retained his life estate under that settlement by implication, and if it is stated that he is to take that life estate, he still takes under the original settlement.

We ought, however, to repeat that the question whether the powers annexed to the life estate under the original settlement remain exerciseable, does not depend on the technical question whether that life estate remains in existence or not; it merely depends upon whether an intention can be gathered from the resettlement that this is intended.

It is, perhaps, not immaterial to observe that it is the settled practice of conveyancers to treat a person who takes under a

resettlement an estate for life in restoration of his life estate under the original settlement as taking that estate under the resettlement. The express powers of leasing and giving consent to sales formerly conferred on tenants for life were, when inserted in a resettlement, conferred on "every person hereby made tenant for life of the premises hereby appointed and granted" (see, for example, the resettlement in 3 Dav. Prec. 1030). In that precedent the father's life estate in part of the property only was expressed to be in restoration of his original life estate, but Mr. DAVIDSON makes no distinction as to the donees of the powers over the different parts of the property.

A resettlement in the third form was exactly similar to a settlement in the second form, except that the life estate limited to the father was not expressed to be in restoration of his life estate under the original settlement. The whole scope of the resettlement in this form shewed that there was no intention to keep alive the powers annexed to the father's life estate under the original settlement, and, therefore, they ceased to be exercisable, but the tenant for life could exercise any new powers conferred on him by the resettlement.

Powers under the Statute of Uses and Equitable Power Distinguished from Powers Conferred by the Settled Land Acts.—There are several well-marked differences between powers operating under the Statute of Uses or in equity only and those conferred by the Settled Land Acts.

The question whether a power operating in equity only, or a power operating under the Statute of Uses—a power which is merely an authority to declare a use—is created, merely depends upon the intention of the parties as expressed in the settlement. On the other hand, the question whether the powers conferred by the Settled Land Acts on a tenant for life are created does not depend upon the intention of the parties; it merely depends upon whether there is any person who is tenant for life within the definition contained in the Act. Those practitioners who were in practice in 1883 will remember the impotent rage of many testators when they learnt that it was not possible to prevent persons taking land settled by their wills from selling it under the powers conferred by the Settled Land Acts.

Although, according to the general law, every power is capable of being released (see the Conveyancing Act, 1882, s. 52), and where it is annexed to an estate, ceases to be exercisable if that estate is destroyed, the law affecting powers conferred by the Settled Land Acts is different. Such powers are not capable of being assigned or released, they remain exercisable by a tenant for life after, and notwithstanding, any assignment of his estate, and a contract by him not to exercise them is void: see Settled Land Act, 1882, s. 50. In *Re Munday and Roper* (1899, 1 Ch. 275), where, on a resettlement, a new life estate was conferred on the tenant for life, and his existing life estate was not expressed to be restored to him, CHITTY, L.J., in delivering the joint judgment of himself and LINDLEY, M.R., says: "The vendor, being tenant for life under the original settlement, became entitled, on the commencement of the Act of 1882, to sell the land discharged from the jointure and portions of his wife and younger children, and this statutory power remained vested in him, beyond all question, down to the date of the execution of the disentailing deed. How, and by what means, has this power been divested? It seems to me clear that the statutory power is not a power annexed to the estate of a tenant for life in any such sense as that in which powers were considered to be annexed to an estate by any method of conveyancing arising out of the private deeds of the parties. It is a power vested by the Act, once for all, in a tenant for life, which remains vested in him, is incapable of being assigned or released, and continues exerciseable by him notwithstanding any assignment by him of his estate. This is the effect of the fiftieth section of the Act."

No doubts have ever arisen as to the decision in *Re Munday and Roper*, and it must be considered settled law that a person who has once become entitled to exercise the powers conferred on a tenant for life by the Settled Land Act remains entitled to exercise them so long as the land remains settled. But probably if the tenant for life surrenders his estate to a remainderman, so that an estate in fee simple becomes vested in possession and the settlement comes to an end, the tenant for life can no longer exercise his statutory powers.

Where a power operating under the Statute of Uses or in equity only is conferred on any person, he can exercise it without notice to the trustees of the settlement. On the other hand, the tenant for life is bound, before he exercises the powers conferred on him by the Settled Land Acts, 1882 to 1890, to give notice of his intention to the trustees of the settlement and their solicitor; see Settled Land Act, 1882, s. 45; modified by Settled Land Act, 1890, s. 7 (1).

(*To be continued.*)

Early Law Reporting.

THE Selden Society have made an important new departure in reprinting a portion of the early Year Books.* Hitherto the society has occupied itself chiefly with records, and these have been taken from a wide field. They have included, for instance, the interesting volumes of Select Pleas of the Forest, edited by Mr. E. J. TURNER, and Select Pleas, etc., of the Jewish Exchequer, edited by Mr. J. M. RIGG. But the Year Books have a value even greater than the records, for they consist of reports of the actual proceedings in court, and they bring before the reader a lively picture of the course of litigation in remote times. Professor MAITLAND claims for them a special importance as being the earliest example of the systematic reporting of oral debates. "Are they not," he says, "the earliest reports, systematic reports, continuous reports of oral debate? What has the whole world to put by their side? In 1500, in 1400, in 1300, English lawyers were systematically reporting what of interest was said in court. Who else in Europe was trying to do the like—to get down on paper or parchment the shifting argument, the retort, the quip, the expletive? Can we, for example, hear what was really said in the momentous councils of the Church, what was really said at Constance or Basle, as we can hear what was really said at Westminster long years before the beginning of 'the conciliar age'? Suppose that our German cousins had law reports like ours, would not these *Jahrbücher* loom mighty big, not merely in the universal history of law, but in *Culturgeschichte*, the history of civilization, and civilizing processes?"

How this series of reports took its rise is a matter upon which it seems but little light can at present be thrown. Professor MAITLAND discusses and dismisses the theory that they were the work of official reporters. The theory seems to have arisen from a remark of PLOWDEN, in the days of HENRY VIII., that he had heard tell how in ancient days there were four reporters paid by the king. COKE is more specific. In a passage from the preface to 3 Rep., quoted by Professor MAITLAND, he says: "The kings of this realm, that is to say, E. 3, H. 4, H. 5, H. 6, E. 4, R. 3, and H. 7, did select and appoint four discreet and learned professors of law to report the judgments and opinions of the reverend judges." But there is no contemporary evidence of the actual appointment of such officials, nor do any rolls preserve the record of their payment; while the reports themselves hardly bear the marks of official production. "Not only," says Professor MAITLAND, "may the reporter pick and choose the cases that shall be precedents; not only may he sift the *dicta* that should be remembered from those that should be speedily forgotten; but he may frankly criticize, and even blame, the doings of the king's judges." The following is given as an instance of this free treatment of the proceedings of the court. BEREFORD is chief justice of the Common Pleas; MUTFORD and STONOR are justices. STONOR has been taking part in a debate with counsel. Then we read this:

> "MUTFORD: Some of you have said a great deal that runs counter to what was hitherto accounted law.
> "BEREFORD: Yes! That is very true, and I won't say who they are. (And some people thought that he meant STONOR.)"

But whatever was the origin of law reporting, it was well started in the days of EDWARD I. "As early as 1285 an ever-memorable step was taken. Some one was endeavouring to report in the vernacular—that is, in French—the oral debates that he heard in court. In 1293 a fairly continuous stream began to flow. This surely is a memorable event. When duly considered, it appears as one of the great events in English history. To-day men are reporting at Edinburgh and Dublin, at Boston and San Francisco, at Quebec and Sydney and Cape Town, at Calcutta and Madras. Their pedigree is unbroken and indisputable. It goes back to some nameless lawyers at Westminster, to whom a happy thought had come."

"What they desired," continues Professor MAITLAND, "was not a copy of the chilly record, cut and dried, with its concrete par-

* SELDEN SOCIETY. Year Books of Edward II. Vol. I.: 1 & 2 Edward II., A.D. 1307-1309. Edited for the Selden Society by F. W. MAITLAND. Bernard Quaritch.

ticulars concealing the point of law: the record overladen with the uninteresting names of litigants, and oblivious of the interesting names of sages, of justices, and serjeants. What they desired was the debate, with the life-blood in it: the twists and turns of advocacy, the quip courteous, and the countercheck quarrelsome." And so we have the series of year books in which English law can be seen in the making. But Professor MAITLAND does not, in the preface to the present volume, devote himself to the matter of the reports. He leaves the cases now translated and printed to speak for themselves, and after a somewhat severe criticism of "Maynard's Edward II.," which has hitherto done duty as the printed form of the Year Books of that reign, he furnishes the student with a minute examination of the language—a "sort of French," we may call it—in which the reports were written. The Year Books of Edward II. were first printed in 1678, and they were taken from a manuscript in the hands of Sir JOHN MAYNARD—the author of the famous remark that he had "nearly outlived the laws themselves." This edition Professor MAITLAND pronounces "very bad," and he justifies his condemnation by adducing a long series of errors in the text. MAYNARD's manuscript copy is now in the British Museum, and Professor MAITLAND has also used eight other MSS.—three of them in the British Museum, three at Cambridge, one at Oxford, and one at Lincoln's Inn. The text which he has taken as the foundation of the present edition is the one in the Cambridge University Library. This is closely related to the Maynard MS. and to the Lincoln's Inn MS. which received the condemnation of HALE.

But though the present issue is to be continued in alternate years, Professor MAITLAND is by no means satisfied with Books. "What we want," he says, "is a new and worthy edition of the Year Books undertaken as a national enterprize. We want a dozen men trained, or in training, to do the work: trained, if need be, at Paris under masters of the old French language: trained, if need be, at Harvard under masters of the old English law. It will cost money. It may fill a hundred, perhaps two hundred, volumes. But we must have it, or England, Selden's England, will stand disgraced among the nations." And he gives instances of what is being done in this direction in Germany and France.

These are big words—possibly bigger than the occasion demands. For, when all is said and done, we may take leave to suggest that the great mass of the cases in the year books are concerned with the technicalities of the old real and possessory actions which are dead and buried beyond hope of revival. If only ejectment had never been invented, and if a merciless legislature had not, in 1833, extinguished all the old forms of real actions, these Year Book reports would still be living matter, and not, as is largely the case, of mere antiquarian interest. We have represented in the present volume the writ of right, the assizes of mort-d'ancestor and novel disseisin, writs of formedon in the descender, in the remainder, and in the reverter, of entry *sur cui in vita*, and many others of the same class. It is possible to attach too much importance to the preservation of all possible information on these matters, and language such as that used by Professor MAITLAND provokes the observation that national energy might be more profitably employed in improving the law of the present day than in collecting dead relics of past ages. The reforming zeal that nearly codified our criminal law thirty years ago has gone. There is not even sufficient national energy to launch a Marine Insurance Bill, which has been waiting, fully equipped, on the stocks for half a dozen years. If we had any zeal at all in legal matters, a chance might be found for doing something to realize Professor MAITLAND's aspiration, notwithstanding his exaltation of Harvard at the expense of his own university. But for the present, perhaps, we had better be content with the work which he is himself doing so admirably under the auspices of the Selden Society.

"Sigma," in a book entitled "Personalia," just published, says: There is no doubt that Richard Bethell, Lord Westbury's eldest son, had taken undue advantage of his father's good-nature in the matter of patronage, and that the Chancellor, though certainly blamable for carelessness, was absolutely free from any suspicion of corruption. It was Richard Bethell who inspired his father with one of the neatest of impromptu puns. Always a spendthrift, even when his father was Attorney-General he had been proclaimed an outlaw, and was forced to lie perdu on the other side of the Channel. When, however, Sir Richard was made Lord Chancellor, and a family meeting was held to decide on the title of his peerage, Dick Bethell, as the heir, thought well to steal back in order to be present at the consultation, which took place at a country seat then occupied by the Chancellor near Basingstoke, called Hackwood. Various titles were suggested, but without result, and eventually Dick Bethell attempted to solve the difficulty by suggesting that his father should become Lord Hackwood. "No, no, Richard," replied the Chancellor, "that would never do: for if I became Lord Hackwood, you would infallibly be dubbed The Honourable Mr. 'Cut-your-Stick'!"

Reviews.

The Law of Vendor and Purchaser.

A TREATISE ON THE LAW OF VENDOR AND PURCHASER OF REAL ESTATE AND CHATTELS REAL, INTENDED FOR THE USE OF CONVEYANCERS OF EITHER BRANCH OF THE PROFESSION. By T. CYPRIAN WILLIAMS, of Lincoln's-inn, Barrister-at-Law, LL.B., Editor of Williams on Real Property and Williams on Personal Property. Assisted by J. F. ISELIN, of the Inner Temple, Barrister-at-Law, M.A., LL.M. IN TWO VOLUMES. VOL. I. Sweet & Maxwell. (Limited).

It is the normal result of the processes of English law that the leading text-books on most subjects gradually become through successive editions cumbered with patchwork and bulky in volume. Nevertheless they hold their ground as laborious and conscientious compilations until some writer with a faculty for style and independence of thought takes up the task of recasting the whole in a new and effective form. This is what Dart did for Sugden thirty years ago by the publication of his work on vendors and purchasers, which has held the field ever since. Mr. Cyprian Williams now undertakes the same task for Dart, and perusal of the first volume now published proves conclusively that he has attained a high degree of excellence in the main qualities which are essential to success in such an undertaking—namely, a clear literary style, command of methodical arrangement, and a great power of condensation without obscurity. Without these, a work which is intended as a daily handbook for practitioners in both branches of the profession would be ineffective, even if based upon the great legal knowledge combined with courageous independence of criticism which (as might be expected from the author's previous record) appears in every part of the volume. We can say, without hesitation, that we have found the greater part of the work as readable and suggestive as a science handbook by Huxley or Tyndall. There are, of course, exceptions to this rule, but they occur in the treatment of a few branches of the subject which, in their nature, hardly admit of the fascinations of style, such as the incidence of the death duties (pp. 198-248), and the details of searches and inquiries by a purchaser (pp. 511-541). But with a few exceptions of this sort, the book can be read with pleasure by anyone fairly acquainted with the first principles of real property law. This readableness is a great attraction, but we must not allow the charm to affect our judgment on the merits, which must be considered only from the point of view of accuracy, learning, and helpfulness for reference in practice. We will consider the work from these three points of view.

As regards accuracy, we have not observed any misstatement of any point of law, or of the effect of any statute or decision. Even where the author most strongly criticizes or dissents from a judgment of a court, the decision is most fairly stated and the reasons for dissent are fully given, so that the reader is in a full position to form his own judgment. We have here no subterfuges of the puzzled editor taking refuge behind a "*sed quære*," or "it may be doubted." On every branch of his subject there is evidence of careful and accurate thought, and if, in his opinion, a judgment is "manifestly wrong," Mr. Williams does not hesitate to say so, and to give his reasons (p 321). Nor (except in one instance) can we find any lack of practical accuracy in his directions to solicitors of vendor or purchaser in the ordinary details of conveyancing. On the contrary, he errs, if at all, on the side of caution as a general rule. In the one instance to which we refer he has (if we are right) erred out of deference to the opinion of Mr. Joshua Williams and Mr. Dart himself (as opposed to his modern editors) that on a purchase in a register county it is not usual or necessary to search the register further back than the last purchase for value, because it is to be assumed that proper searches were then made (p. 538). It may be that we are biassed in the other direction by recent disastrous experience in the case of a title traced through a former vendor who on his own purchase did not search at all. But we feel sure that the other opinion is the safer. In minor details of accuracy there are a few slips or printer's errors not noted in the errata, of which the only important ones observed are that "vendor" twice occurs for "purchaser" (pp. 147 and 171) and "mortgagor" once for "mortgagee" in the table of contents (p. xxvi. § 13).

From the point of view of learning, it is difficult to criticize a book which is crammed so full of it. In every chapter a ripe knowledge of old and modern law is brought to bear upon the construction of modern statutes and the criticism of modern decisions with remorseless logic and fearlessness. Some very awkward questions are raised to which the eyes of practitioners have not been hitherto fully open—*e.g.*, a suggested qualification in the twelve years' limitation against succession duty under the Inland Revenue Act, 1889 (p. 215), a question as to the proper time for payment of the purchase-money of land situate in a compulsory registration district (p. 373), and other such questions. The criticism of the recent judgment in *Re Cornwallis West and Munro* is a masterly piece

of logic; most conveyancers have felt that it was, as the author puts it, "manifestly wrong," but few could have summed up so tersely and forcibly the reasons for an opposite decision (pp. 320-3). The analysis of, and dissent from, the judgments of Swinfen Eady, J., and the Court of Appeal in *Re Highett and Bird's Contract* is hardly less emphatic—a case in which a vendor who sold leaseholds at a reduced price on account of the bad state of repair was held obliged to comply with the requirements of the local authority made after the contract to put them in repair (pp. 354-6). Perhaps the most amusing instance of the author's fearless audacity in this respect is his treatment of the judgment of Buckley, J., in *Re Selous* (p. 410) which he pronounces to be right, but the reasons wholly wrong; and thereupon he demolishes the grounds of the judgment (which he describes as an "uncautious utterance") and sets up the judgment on a tenable basis! In all these disquisitions, Mr. Williams, by stating his own reasons fully, stimulates the reader or practitioner to form his own opinion *en connaissance de cause*. In many cases we find ourselves in hearty agreement with him; on others we reserve consideration. But in one or two cases we confess that we think he has unnecessarily troubled the waters. We can see no reasonable ground for his doubt (pp. 196-7) as to the effect of the Land Transfer Act, 1897, on the devolution of an equitable fee in copyholds; and, indeed, he appears to accept without demur a contrary decision given since the passage was first written; nor as to the effect of the Conveyancing Act, 1881, s. 30, where a sole trustee devises the trust estate to some person other than his executors (pp. 285-7); nor as to whether a tenant for life can, under the Settled Land Acts, sell free from mortgages actually made by the remainderman upon his interest (pp. 323-334). Others may on the same materials find more conviction. But however this may be on isolated questions, we feel sure that all will concur in our estimate that this work leaves nothing to seek in the direction of varied and accurate learning combined with forcible reasoning.

From the point of view of helpfulness to the practitioner, the book is by its methodical and logical arrangement no whit inferior to the more cumbersome Dart and certainly much superior to the now antiquated Sugden. The author challenges a severe test in this respect, because owing to the exigencies of publication, he has had to delay the second volume pending the promulgation of the new Land Transfer Rules. This volume consequently appears without index or table of cases. Nevertheless, the orderly method is so admirable, that a full and paged table of contents and an excellent system of cross-references in the notes will enable the practical lawyer to find without difficulty his way to any point on which he may require to consult the treatise. One of the best features is the reduction of all the terms which by common law or statute are now implied in an open contract into the form of a series of conditions of sale. Nothing could be better for instilling into the mind of the student or recalling to the memory of the lawyer the standpoint from which all other or special conditions start and are to be judged in their construction. Then follows the treatment of the usual conditions of sale; of what is good title, and therein of the abstract and verification; of advising on title; and of special stipulations. Here the author has done good service by pointing out the hardships upon purchasers of many of the usual London conditions of sale, and of those now embodied in recent statutes; and has favourably compared those adopted by the more important provincial law societies—such as Liverpool, Birmingham, Manchester, and Bristol. And it must be admitted that in much of recent legislation the attitude of the big London conveyancer has been too much followed; and the vendor, mortgagee, and lessor have been placed upon a pedestal from which they appear to look down upon purchaser, mortgagor, and lessee as so many blackbeetles to be trampled on. Then follow some chapters on special subjects—*e.g.*, devolution on death, death duties, sales by trustees and under powers—which are succeeded by special titles, such as copyholds, leaseholds, register lands, ground-rents, incorporeal hereditaments (and in particular rent-charges, which are admirably done), charity lands, partnership property, and the like. The main theme is then taken up and all the steps down to completion of the purchase are treated: and there the present volume ends. We shall look forward with special interest to the publication of the second volume, which, if treated with similar ability, will complete a work of great practical value.

The work is touchingly dedicated to the memory of the author's "father and master in the law," the late Joshua Williams, Q.C., "whose wish it was that his son should keep his name in remembrance in Lincoln's-inn." We have sometimes doubted whether loyalty to his father in the successive editions of his works had not tended to cramp the development in the son of a style worthy of the father. But the present work dispels that doubt, and shews that, in dealing with a fresh subject in an original way, he will have kept in remembrance the name of his father in the most effective way by proving that the father has transmitted to the son, if not all his learning, at least his masterly power of condensation and transparent lucidity of style.

The Practice of the Supreme Court.

THE YEARLY SUPREME COURT PRACTICE, 1904: BEING THE JUDICATURE ACTS AND RULES, 1873 TO 1903, AND OTHER STATUTES AND ORDERS RELATING TO THE PRACTICE OF THE SUPREME COURT, WITH THE APPELLATE PRACTICE OF THE HOUSE OF LORDS. WITH PRACTICAL NOTES. By M. MUIR MACKENZIE, B.A., a Bencher of the Middle Temple; T. WILLES CHITTY, a Master of the Supreme Court; S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law; and JOHN CHARLES FOX, a Master of the Chancery Division. Assisted by A. C. MCBARNET, B.A., and ARCHIBALD READ, B.A., of the Inner Temple. In One Volume. Butterworth & Co.

This edition continues the features which have so rapidly given the Yearly Practice an established position. The matter is well arranged, and the notes are practical, up-to-date, and concise, while the volume as a whole is convenient to use and is excellently got up. The Judicature Acts are, of course, the foundation of the practice of the Supreme Court, and these are printed in consolidated form. At the same time full guidance to the particular statutes is furnished by a prefatory table shewing where the several provisions are to be found. Some of the sections, as is well known, have an important effect on substantive law as well as on procedure—in particular section 25 of the Act of 1873—and the numerous cases which have arisen are shortly, but sufficiently, referred to. The note on assignment of debts and *choses in action* contains references which the practitioner is continually requiring, and some of these—such as *Hughes* v. *Pump House Hotel Co.* (50 W. R. 677; 1902, 2 K. B. 190), and *Torkington* v. *Magee* (1903, 1 K. B. 644)—are quite recent. So, under "equitable execution," the past year has afforded a fresh illustrative case in *Thompson* v. *Gill* (51 W. R. 484; 1903, 1 K. B. 760), which is duly noted. Similar annotation is given to the rules, and, where the subject admits of such treatment, the information is cast into tabular form. This is the case with regard to the summary of writs of execution given under ord. 42, r. 3, and with regard to the numerous decisions under order 58 on time for appealing, &c. The latter table should be very useful in cases where doubt exists as to the procedure on an appeal. The note on ord. 65, r. 27 (29), which vests in the taxing-master full discretion as to costs, opens with the observation: "Not only is the discretion of the taxing-master greatly increased by the new rule, but it practically gives to the winning litigant an indemnity for all costs incurred, subject, however, to the limitations expressed in the latter part of the rule." This, apparently, was the intention of the rule, and the extent of the taxing-master's discretion has been emphasized in *McIver & Co.* v. *Tate Steamers* (1902, 2 K. B. 184), and *Re Ermen* (1903, 2 Ch. 156), and yet it is still considered necessary to get an order, where possible, for taxation as between solicitor and client: see *Re Bradshaw* (1902, 1 Ch., p. 450). It would be interesting to know how in the taxing department this is reconciled with the indemnity theory. Amidst the various matter which follows the rules there is included a time-table, shewing the times limited for proceedings under the rules (pp. 1079-1090), and a table of the titles to originating summonses and petitions. The entire practice is, indeed, comprehensively dealt with.

Precedents.

AN ENCYLOPÆDIA OF FORMS AND PRECEDENTS OTHER THAN COURT FORMS. By Eminent Conveyancing and Commercial Counsel. Under the General Editorship of ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law; assisted by CHARLES OTTO BLAGDEN, M.A., Barrister-at-Law, and WILLIAM E. C BAYNES, B.A , LL.B., Barrister-at-Law. VOL. III: BUILDING SOCIETIES to COMMISSION. Butterworth & Co.

The present volume of this work illustrates very well the characteristic which will render it an almost necessary adjunct to the conveyancer's library—viz., the singular completeness of the precedents which are provided. We have here, in the first place, a division relating to Building Societies, edited by Mr. Brabrook, C.B., which contains all the forms required for the incorporation, rules, and constitution of a building society, and for use in the conduct of the society's business and upon its dissolution. There are five forms of mortgage and further charge, which are commendably concise, and we observe, at p. 45, a clause, suggested by the decision in *Re Rumney and Smith* (1897, 2 Ch. 351), purporting to enable the society, after the power of sale has become exerciseable, without any consent of the borrower, to transfer the mortgage to any other society or person. We imagine, however, that most transferees would, in spite of this clause, require the concurrence of the mortgagor in the transfer. Then, omitting other headings, we come to a division relating to "Chapels," which contains a very useful series of forms of trust deeds of chapels of various denominations. This is a subject on which, until recent years, the precedent books were singularly bare of forms, and even

now we do not know where else there could be found many of the special precedents of Methodist, Presbyterian, Congregational, Baptist, Roman Catholic and Jewish trust deeds which are given in this volume. The forms given are, generally speaking, accurate and sufficient, but, as regards some of the denominations referred to, the forms of trust deed in actual use are very divergent. The advantage of this collection is that the practitioner is provided with a model into which he can easily interweave any additions which may be desired. We must add a word of praise for Mr. Bristowe's excellent practical preliminary note to this section of the work; it is most useful and complete. Not less satisfactory is the collection of forms under the head of "Charity." There are precedents of trust deeds for very many different kinds of charities, and other useful forms. We observe even an ingenious precedent of memorandum and articles of association for a hospital, and there are also given a large number of Charity Commission forms. As might be expected from his admirable edition of Tudor on Charitable Trusts, Mr. Bristowe's preliminary note to this division of the book is both complete for practical purposes and concise. Other heads, which are equally remarkable for completeness of precedents, are "Choses in Action," "Churches," and "Clubs," which includes forms of rules, and of memorandum and articles, for a golf club.

A valuable feature of the work is the noting of the stamp which each deed of which a precedent is given should bear, and of any enrolment, &c., which is required. The footnotes are practical and useful. Of the whole work we may say that it will be found excellent, in the way of suggestion, by the most experienced draftsman. If the forms have not always quite the technical savour of his workmanship, they are generally sound in substance.

Criminal Law.

A Selection of Leading Cases in the Criminal Law. With Notes. By Henry Warburton, Barrister-at-Law. Third Edition. Stevens & Sons (Limited).

When the student, who aims at something higher than merely passing an examination, has once mastered the elements of criminal law, he can hardly do better than work carefully through Warburton's Leading Cases. The cases are selected with much judgment; they are clearly reported, and the notes upon them are carefully and accurately written. Six years have elapsed since the second edition was published, and during that time practitioners, as well as students, have learnt to value the book. A new edition is therefore very acceptable; especially one which is considerably improved by the addition of new matter, without being rendered too unwieldy in size. This edition notices all the important changes in the law since the last edition appeared, and also treats as leading cases some older decisions which were not previously so honoured. Amongst these may be mentioned *Reg.* v. *McNaghten*, the great case on insanity, *Reg* v. *Hook*, a most valuable exposition of the law of perjury, and several important decisions on the law of embezzlement and forgery. Amongst cases treated as leading cases which have been decided since the second edition may be mentioned *R-x* v. *Earl Russell*, on bigamy committed outside the jurisdiction, *Reg.* v. *Senior* on manslaughter by neglect of duty, and *Reg.* v. *Gardiner*, on the Criminal Evidence Act, 1898. This Act has come into operation since the second edition, and in the notes to the last-mentioned case are summarized the most important decisions on that very important Act. The book may be recommended with confidence either to students or practitioners.

Company Law.

A Handy Book on the Formation, Management, and Winding up of Joint Stock Companies. By F. Gore-Browne, M.A., K.C., and William Jordan, Company Registration and Parliamentary Agent. Twenty-fifth Edition. Jordan & Sons (Limited).

A book that has reached its twenty-fifth edition may be said to have passed out of the domain of criticism. It has found its public, and is not likely to lose its vogue. The large class of persons, however, professional and otherwise, who are interested in the promotion, management, and burial of companies, may be congratulated that the law on these subjects has been put into so small a compass, and into so clear a form. One matter which is still the subject of frequent discussion is referred to by Mr. Gore-Browne in his preface. "The question," he says, "of how far a company may pay dividends when capital has been lost has not yet been made clear, and a decision of the House of Lords on this point is urgently required." We are not at all sure as to the requirement. The guiding principle was laid down clearly enough in *Lee* v. *Neuchatel Asphalte Co.* (41 Ch. D. 1), and the rest is little more than a matter of figures. A credit balance appearing in the revenue account of a company is applicable to payment of dividends, however large may be the debit balance in the balance-sheet. But from motives of prudence, accountants are opposed to sanctioning the payment of a dividend under such conditions, and that fact constitutes the practical difficulty. The law seems sufficiently clear, and we doubt whether a decision of the House of Lords would introduce fresh light. For the size of the book the references to the authorities are remarkably full, and in particular the chapter on the nature and the registration of debentures is full of information on section 14 of the Companies Act, 1900, and the points which have arisen upon it. The popularity of the book seems to be well deserved.

A Guide to Practice.

The A B C Guide to the Practice of the Supreme Court. 1904. By Francis A. Stringer, of the Central Office of the Supreme Court. With Diary for Notes of Appointments. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This is the second year of this useful guide to practice. Mr. Stringer has realized that the busy practitioner requires some speedier means of getting at the immediate point he wants than a patient examination of the pages of the regular annual practice books. He has accordingly abstracted their contents and added information of a practical nature, and the result is presented under alphabetical headings. Thus, under "Appeal to the Court of Appeal," the leading requirements on appealing are concisely stated; under "Execution," the various ways in which a judgment may be made fruitful; under "Partnership Firm," the special points which have to be attended to when a firm is a litigant. The information is given without reference to cases, and to include these would, of course, deprive the volume of its great characteristic—brevity. But there are continual references to the Annual Practice, and the practitioner can there gain full information. Some additional headings, such as "Appeal to Divisional Court," "Land, Recovery of," have been inserted in this edition; but surely such a heading as "Rifle Club" shews a tendency to over-refinement. We are not aware that a rifle club differs from any other unincorporated association, and indeed the heading naturally gives a cross-reference to "Clubs." A similar remark applies to the heading "Political Society." The diary which has been added will prove a convenient feature of the book.

Extradition.

The Law and Practice of Extradition. By Henry Chartres Biron and Kenneth E. Chalmers, Barristers-at-Law. Stevens & Sons (Limited).

"Extradition as it now exists," say the authors in the general introduction, "is almost a creation of the last fifty years. Its somewhat forced maturity was quickened less by moral development than the increased facilities of communication which have converted the most distant nations of yesterday into the neighbours of to-day." The result is an enormous increase in extradition treaties, which are now some forty in number, and the text of these occupies the greater part of the present work. In the earlier part of the book the principles and practice of extradition are dealt with under the threefold arrangement of (1) fugitive offenders escaping to this country from foreign countries; (2) fugitive offenders escaping from one part of the British Dominions to another; and (3) fugitive offenders escaping from the United Kingdom to a foreign country. These subjects necessitate the printing of the text of the Extradition Acts and the Fugitive Offenders Acts, and in the notes to the Acts the decided cases are carefully considered. At pp. 125-127 there is given a table of the foreign countries where British jurisdiction is exercised, and to which the Fugitive Offenders Act, 1881, has been applied by Order in Council; and at pp. 136-144 a table of the crimes which are comprised in the various extradition treaties. An appendix contains the judgment in *Whitaker Wright's case* on appeal to the Supreme Court of the United States. The book appears to be a convenient store of information upon all matters connected with extradition.

Highway Cases.

Digest of Highway Cases, together with All the Principal Statutes Relating to Highways, Bridges, and Locomotives. By J. E. R. Stephens, Barrister-at-Law. The Sanitary Publishing Co. (Limited).

This book professes to be a complete Digest of the Statute and Case Law on the subjects of Highways and Bridges, and on the use of Locomotives on Highways. The first part of the book consists entirely of statutes, without notes or comments. These include all the Acts in force relating to the matter of the work, from the Highway Act, 1835, to the Locomotives Act, 1898; and, so far as bridges

are concerned, from Magna Charta to the Municipal Corporations Act, 1882. We presume that the very important Act, the Motor-car Act, 1903, was not passed in time to be included, which is rather unfortunate. Following this collection of statutes, is a digest of cases, which (according to the editor's claim) "contains all the decisions by the High Court from the earliest reports to the end of Easter Term, 1903." The cases are arranged in order of subjects, as "Dedication," "Obstruction" "Tolls," &c.; and the cases on each subject are in order of date. We have no doubt that every one who in his professional capacity has much to do with highways will find this work useful. It is a subject of much difficulty, arising chiefly from the large number of Acts bearing upon it, which overlap in various directions, and are often very hard to reconcile. It is, therefore, a great convenience to have all the Acts in one handy volume, and to be able to run through the cases on any point with the least possible waste of time. The editor seems to have carried out his task with care and accuracy.

Tramways and Light Railways.

THE LAW OF TRAMWAYS AND LIGHT RAILWAYS IN GREAT BRITAIN. By GEORGE STUART ROBERTSON, M.A., Barrister-at-Law. Stevens & Sons (Limited).

Mr. Robertson has produced a very complete work on two subjects with which he deals, and they are subjects of growing importance. The main Acts dealt with are the Tramways Act, 1870, and the Light Railways Act, 1896, and these, as well as certain other enactments bearing on the subject, are annotated with care, and so far as we can judge, with accuracy. The author also gives his readers a large amount of useful information as to procedure before Parliament and before the Board of Trade and the Light Railway Commissioners, and his precedents of Tramway and Light Railway orders ought to be of service. The same may be said of the chapters on *locus standi*, and on rating. The book is well indexed, and the type and general get-up are eminently satisfactory.

Books Received.

The English Reports. Vol. XXXII.: Chancery XII., containing Vesey junior, vols. 7-11. W. Green & Sons, Edinburgh; Stevens & Sons (Limited).

Rating: Principles—Practice—Procedure. Second Edition. By PHILIP MICHAEL FARADAY (Rating Surveyor). The Legal Matter revised by A. F. VULLIAMY, Solicitor. Sweet & Maxwell (Limited); "Estates Gazette" (Limited).

Selden Society Year Books of Edward II. Vol. I.: 1 & 2 Edward II. (A.D. 1307-1309). Edited for the Selden Society by F. W. MAITLAND. Bernard Quaritch.

Workmen's Compensation Cases: being Reports of Cases Decided Under the Workmen's Compensation Acts. Vol. V. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

A Summary of the Law of Companies. By T. EUSTACE SMITH, Barrister-at-Law. Eighth Edition. By the Author and ARTHUR STIEBEL, M.A., Barrister-at-Law. Stevens & Haynes.

The Lawyer's Companion and Diary and London and Provincial Law Directory for 1904. With Tables of Costs, New Stamp Duties, Time Tables of the Courts, Index to Practical Statutes, Public Statutes of 1903, Legal Business of the Months, Oaths in Supreme Court, Estate, Legacy and Succession Duties, Legal, Time, Interest, Discount, and other Tables, &c. Edited by E. LAYMAN, B.A., Barrister-at-Law. Fifty-eighth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

The Solicitors' Diary, Almanac, and Legal Directory, 1904: containing an excellent Diary, with Legal Notes for each day in the year, Treatises on the Stamp Act and on Estate, Succession, and Legacy Duties, Lists of County Courts, Recorders, Town Clerks, Clerks of the Peace, Coroners, Under-Sheriffs, King's Counsel, &c.; Information as to Oaths in Supreme Court, Jurats, &c.; Suggestions on Registering Deeds, &c., at Public Offices; Table of the Solicitors Acts, the Solicitors' Remuneration Order and Scale; Precedents of Costs; Lists of District Registries, Official Receivers in Bankruptcy; Parliamentary, Insurance, and Banking Directories, &c.; a Digest of the Public General Acts of the Session of 1903 (3 Ed. 7) (including also the Acts of the Winter Session, 1902), with Alphabetical Index, &c.; List of London and Provincial Barristers-at-Law and of London and Country Solicitors, with Appointments held by them, compared with the Official Roll, by permission of the Council of the Incorporated Law Society, and corrected by means of direct correspondence. The Treatise upon the Stamp Act and the Law and Practice of Stamping Documents is revised to date in accordance with the latest decisions and practice. The Treatises on Oaths, Solicitors' Charges, and Death Duties are revised by J. GODFREY HICKSON, Esq., Solicitor. Sixtieth Year of Publication. Waterlow & Sons (Limited).

Waterlow Bros. & Layton's Legal Diary and Almanack for 1904: containing a List of Stamp Duties from 1804 to the Present Time, with Regulations as to Stamping and Allowance for Spoiled Stamps; a Diary for Every Day in the Year; Suggestions on Registering and Filing Deeds and Papers at Public Offices; Table of Succession to Real and Personal Property; Papers on the Preparation of Legacy and Succession Accounts, and Notes as to Preliminary, Intermediate and Final Examination of Articled Clerks; a List of Law Reports with their Abbreviations and Dates; an Index to the Public General Statutes from time of Henry III.; a Digest of the Public General Acts of last Session; List of London and Provincial Barristers and London and Country Solicitors, Irish and Scotch Solicitors, with Appointments, Agents, &c. Waterlow Bros. & Layton (Limited).

Correspondence.

The Multiplication of Banking Accounts.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with interest Mr. J. E. Gray Hill's remarks at the recent meeting of the Law Society in Liverpool on this question, and shall be glad if you will afford me the opportunity of voicing the opinion of those who are unable to see eye to eye with him.

Mr. Hill mentioned three objections, which, he said, had been advanced to the plan he advocated, and these he dealt with in detail; with your permission I will endeavour to answer him in the same way.

The first of these objections was that "no precautions will prevail against dishonesty, and that those suggested are useless." Mr. Hill's reply, to the effect that men do not enter the profession "intentionally dishonest," but that they are overcome by temptation, being weak, and that the course suggested strengthens them against this temptation, is, I think, quite inadequate. For though men do not *enter the profession* intentionally dishonest, they unquestionably become so when, finding themselves in financial difficulties, they refuse to face their books of account. It is not that they get into difficulties innocently (though possibly they may pretend to) owing to the fact that they have unintentionally made use of the moneys of clients. Such a suggestion seems to me to imply a poverty of intellect not generally exhibited by these gentlemen. If such a man keeps a single bank account, the time, we may suppose, will come when it will occur to him that his drawings are somewhat large and that he must exercise care. He will presumably allay his fears by the reflection that all the money but recently belonging to him privately, as apart from his clients, cannot yet be exhausted, and he will continue to draw until the account is closed. It was when he first allowed his books to get behind, or when he refused to look to see what they could tell him, that he in fact became dishonest. Now, if that man keeps two banking accounts, as Mr. Hill suggests, he will have no qualms until his private one is exhausted. Then—being pressed, it must be remembered—he will surely excuse himself as easily as in the other case by reflecting, for instance, that some client will soon owe him money for costs, and he will proceed to draw on the second account with the definite intention of rectifying matters very shortly. Once started, there will be no stopping. Indeed, it seems to me that the barrier preventing an attack on the second account is practically non-existent.

Mr. Hill's second objection is as to the "inconvenience" caused by the method of keeping two accounts, to which he replies that this is "a pure delusion on the part of those who have not tried the system." "I adduce," says he, "my own experience as conclusive upon the point." Now, like many others, I *have* tried the system, and might, therefore, justly make a similar claim to that of Mr. Hill. It is not only the inconvenience, however, that is objected to, unless indeed that term includes the complication of accounts, the extra work and the expense that are also entailed—all to no purpose. Were it not for Mr. Hill's contention that these things were "a pure delusion," one might have taken them for granted, but as it is some detailed explanation becomes necessary. For the sake of brevity, I will call the client's account "A," and the solicitor's private (or his firm's) account "B."

First, then, a cheque paid to a solicitor frequently represents partly money of the client and partly money due to the solicitor himself for costs. Before such a cheque can be paid into the bank, one of two courses becomes necessary. Either two paying-in slips must be made out—one for each account—so that the cheque may be divided into its component parts (a course which bankers do not encourage), or in the alternative, the original cheque must be paid into A, and a new cheque for the amount of the costs (entailing a penny stamp, extra banker's commission, and a fresh paying-in slip) drawn on that account and paid into B. Now, the question is, does this involve

complications in the bookkeeping and extra work for the cashier—to say nothing of the slight expense—or does it not? Mr. Hill's reply is: "It is a pure delusion." Again, a solicitor may receive from a client a sum of money for investment on mortgage, which, of course, will be paid into A. When the matter is completed, part only of this sum is handed to the mortgagor, the balance being due to the solicitor for costs. Again a new cheque is necessary—drawn on A and paid into B.

Once more, a solicitor having arranged a mortgage will often have to make the advance perhaps a day or so before actually receiving the cheque from his client, the mortgagee. As this cheque, when received, will, for the sake of consistency in bookkeeping and facility of reference, be paid into A, the solicitor, to avoid the unnecessary drawing of an extra cheque, will naturally make the advance out of this account, thus perforce using money belonging to other clients for the purpose.

Further, it would probably be safe to say that many, if not most, of the solicitors who have, from one cause or another, been persuaded to adopt the plan advocated by Mr. Hill do not adhere strictly to that plan. Thus a cheque, the chief part of which is clients' money, will be paid into, and allowed to remain in, the clients' account, irrespective of the fact that money belonging to the solicitor for costs is included in it. How, then, can the mere notice by the solicitor to the banker that that particular account represents clients' money be sufficient to protect it from his creditors in the event of insolvency? An account would surely have to be taken to shew whether or not, and to what extent, this was the fact. Would not, therefore, a similar notice to the banker (one account only being kept) to the effect that a part of the sum deposited represented clients' moneys be equally effectual? I suggest that the keeping of two bank accounts is not, in fact, the essential point.

It will be noticed that the extra cheques which must be drawn are not needed for the ordinary purpose of making payments, but are used solely for adjusting matters between the solicitor's own two banking accounts. Thus office work is increased in more ways than one, and the bookkeeping complicated, and for what? For no other purpose than to prevent fraud—a purpose that is left unaccomplished.

There is, however (and herein, I think, lies the secret of the fact that so many of Mr. Hill's "professional brethren of the highest standing" do not agree with him), a simple and effective method whereby a solicitor may readily ascertain with accuracy how he stands. It depends upon his system of bookkeeping. Personally I have no knowledge of any other system than "Kain's," but there are doubtless others differing in some details that are equally effective in this respect. By this system every cheque received is, in a sense, automatically split up into its component parts in the "cash journal." Briefly, the costs are entered in one column, and not posted into the ledger, while clients' money, to be afterwards posted, is entered in a different one. The result is that, by merely adding up the two columns and deducting one total from the other (the totals are carried forward on each page) one can ascertain the sum due to clients with absolute accuracy. The difficulties I have specified do not arise; the actual state of affairs is constantly before the solicitor; and this is combined with simplicity in bookkeeping, and with none of the trouble occasioned by the multiplying of cheques and paying-in slips.

Mr. Hill's statement to the effect that the adoption of his view is advisable in order that a standard may be established to which it will be necessary for all to conform "on the penalty of losing caste in the profession and reputation amongst the public," shews very clearly that if this advocacy of the plan of keeping two or more bank accounts is permitted to continue without protest from those who do not believe in it, adherence to the old and well-tried method will be held to be almost synonymous with fraud—a most unjustifiable suggestion. In reality the course he advocates tends to increase work, complication, errors in bookkeeping, and expense, while the other, if proper books be kept, can he made to combine accuracy and simplicity with at least equal safety. Increase of complication spells inefficiency.

Mr. Hill went on to advocate the periodical auditing of solicitors' accounts, but he was careful to add that he did not think this point as important as the other. My own opinion is that this is a much more valuable and practical way of preventing both fraud and innocent error than any other. No man bound to keep his books properly up-to-date can plead innocence as an excuse for backsliding. If auditing was made compulsory, and auditors were encouraged to report really grave irregularities to, say, the Council of the Law Society, no one need complain of the expense incurred, and great frauds like some of those of recent years would become practically impossible.

A NORTH COUNTRY SOLICITOR.

Oct. 23.

[See remarks on our correspondent's letter under the head of "Current Topics."—ED. *S.J.*]

Mr. Justice Wright has fixed Wednesday, December 2nd, and following days for proceeding with the cases in the Railway and Canal Commission Court.

Points to be Noted.

Conveyancing.

Copyholds—Equitable Interest—Devolution on Death.—By section 1 (1) of the Land Transfer Act, 1897, it is provided that where real estate is vested in any person, without a right of survivorship in any other person, it shall on his death devolve on his personal representatives as if it were a chattel real. Then sub-section 4 provides that the expression "real estate" shall not be deemed to include "land of copyhold tenure or customary freehold in any case in which an admission or any act by the lord of the manor is necessary to perfect the title of a purchaser from the customary tenant." The use of the term "customary tenant" suggests that the concluding words may refer only to customary freeholds, so that there would be no limitation on the expression "land of copyhold tenure," and all interests in such land would be excluded from sub-section 1. This, however, would unduly restrict the effect of the concluding words of sub-section 4, and they are to be taken as referring to copyholds as well as to customary freeholds. Consequently copyholds are only excluded from sub-section 1 where admission is necessary to complete the title. In other words, it is only the legal estate which is excluded. Equitable copyhold interests are therefore "real estate" under sub-section 1, and upon the death of the person entitled they devolve upon his personal representative.—RE SOMERVILLE AND TURNER'S CONTRACT (Kekewich, J., July 28) (1903, 2 Ch. 583).

Lease—Lessee's Liability to Pay Costs.—The general rule as between lessor and lessee is that the latter is liable to pay the lessor's costs of the lease: *Grissell* v. *Robinson* (3 Bing. N. C. 10). On principle the lessee must be held to have impliedly contracted to indemnify the lessor against expenses properly incurred in preparing the lease (per Cozens-Hardy, J., in *Re Gray*, 1901, 1 Ch., p. 244). But this rule does not extend to a case where there are concurring parties to the lease who are represented by separate solicitors, and in the absence of special contract, the lessee is not liable to pay the costs of such separate solicitors. And if the lessor's solicitor includes these other sets of costs in his own bill, they are to be treated as costs and not as disbursements, so that the disallowance of them will be reckoned as disallowance of part of the costs of the lessor's solicitor, with the result that if more than a sixth of the whole bill is taxed off, the costs of taxation will fall on the lessor.—RE FLETCHER AND DYSON (Swinfen Eady, J.) (1903, 2 Ch. 688, 47 SOLICITORS' JOURNAL, 769).

Company Law.

Deed of Arrangement with Creditors.—The Deeds of Arrangement Act, 1887 (50 & 51 Vict. c. 57), does not apply to arrangements made by limited companies (or probably any companies registered under the Companies Acts) with their creditors. Note the provision contained in section 164 of the Companies Act, 1862, as to conveyances by companies for the benefit of their creditors, which, coming at the end of a long section referring principally to fraudulent preference, is frequently overlooked.—RE RILEYS (LIMITED) (Byrne, J., July 9) (1903, 2 Ch. 590).

Debentures — Floating Charge.—First mortgage debentures charged all the assets of the company as a floating security, but forbade the creation of any mortgage or charge in priority. Some of the debentures were deposited by the holder, a customer of a bank, with the bank, which was unaware of the terms of the debentures. Subsequently the title-deeds of some of the property charged were deposited by the company with the bank to secure an overdraft. Held, that the bank was entitled to priority. The overdraft was extended on the collateral security of sec nd debentures, expressed to be subject to the first debentures Held, that the equitable mortgage by deposit was not thereby postponed to the first debentures, in respect of the subsequent advances. The former decision seems correct; the latter requires consideration.—RE VALLETORT SANITARY STEAM LAUNDRY CO. (Swinfen Eady, J., July 2) (1903, 2 Ch 654).

Common Law.

Principal and Agent—Contract by Agent in Name of Principal Entirely for His Own Benefit—Liability of Principal.—The plaintiffs were bankers and the five defendants were members of Lloyds, and underwriters. The defendant B. was employed under an agreement in writing by each of the other defendants as his agent to underwrite policies of insurance on his behalf, according to the usual custom of Lloyds. Purporting to act under such authority, B. underwrote, in the name of himself and each of the other four defendants, a policy guaranteeing to the plaintiffs that the G. company would repay to the plaintiffs the amount of certain loans to the company by the plaintiffs. At the time when B. underwrote this policy the G. company were, to his knowledge,

insolvent. B. was a director of and a shareholder in the company, and was largely interested in keeping it afloat. He was also considerably indebted to the company. Though the policy acknowledged the payment of a certain premium, the G. company had not in fact paid any premium, but had retained the amount with B.'s consent as a part set-off against his debt. This action was brought on the policy against all five underwriters, the G. company having failed to repay the loan. Held, by Bigham, J., that the four defendants, other than B. were not liable on the policy, as B. had exceeded his authority; for, considering the object with which he subscribed the names of the other defendants to the policy, he was acting on his own behalf and not on behalf of the other defendants, and therefore had not underwritten the policy as their agent.—HAMBRO *v.* BURNAND AND OTHERS (1903, 2 K. B. 399).

Corporation—Forged Transfer of Stock—Innocent Presentment for Registration—Indemnity.—Before the year 1893 a sum of stock of the plaintiff corporation was transferred to the names of T. and H., trustees of an estate. In that year a transfer of this stock to B., a representative of the defendant firm, was handed to the defendants, and was sent by the defendants to the plaintiff with a letter requesting that it should be registered. The transfer purported to be duly signed as transferors by T. and H., but in fact the signature of H. was a forgery. The defendants and B., however, believed the transfer to be quite regular. New certificates were accordingly sent in due course to the defendants; and not long afterwards the defendants re-sold the stock, B. executed the transfer, and certificates were issued to the new transferees. Several years afterwards the forgery was discovered, and H. sued the plaintiff corporation claiming the rectification of the register by the insertion of his name as the holder of the amount of stock mentioned in the forged transfer. The corporation accordingly were obliged to purchase stock and make good the loss to H. This action was brought by the corporation against the defendants for an indemnity. The duties of the corporation as to the registration and transfer of stock were regulated by the provisions of a private Act, but were practically the same as those of companies under the Companies Act, 1862. Held, by the Court of Appeal, reversing the decision of Lord Alverstone, C.J., that as the transfer to B. was registered and the certificate issued by the plaintiffs, not voluntarily in consequence of a request by the defendants, but in pursuance of a duty laid on them by statute, there was no implied contract on the part of the defendants to indemnify the plaintiffs against the loss which they had maintained.—CORPORATION OF SHEFFIELD *v.* BARCLAY & Co. (1903, 2 K. B. 580).

Cases of the Week.

Court of Appeal.

THE GOLDSMITHS' COMPANY *v.* THE WEST METROPOLITAN RAILWAY CO. No. 1. 28th Oct.

TIME—COMPUTATION OF—RAILWAY—COMPULSORY POWERS—TAKING LANDS—THREE YEARS "FROM THE PASSING OF THE ACT"—WEST METROPOLITAN RAILWAY ACT, 1899 (62 & 63 VICT. c. CCL.), s. 29.

Appeal from an order of Walton, J., at chambers. The defendants, who were a railway company incorporated by the West Metropolitan Railway Act, 1899, were authorized by that Act to take compulsorily certain land belonging to the plaintiffs. The Act incorporated the Land Clauses Acts. By section 29 of the Act, "the powers of the company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act." The Act received the Royal Assent on the 9th of August, 1899, and on the 9th of August, 1902, the defendants served upon the plaintiffs a notice to treat for a part of the land. There was a dispute as to whether the notice to treat was in fact duly served on that day. The plaintiffs brought this action for an injunction to restrain the defendants from acting on the notice to treat alleged to have been served, and for a declaration that the notice was not served in due time, and that the compulsory powers of the defendants had ceased. The plaintiffs applied at chambers for an *interim* injunction until the trial of the action for an injunction as above, or in the alternative that the question of law whether the notice, if served on the 9th of August, 1902, was served in time, should be set down forthwith. Upon the hearing of this application it was agreed that Walton, J., should decide the preliminary question of law, and he held that the notice, assuming it was served on the 9th of August, 1902, was served in time. The plaintiffs appealed.

THE COURT (COLLINS, M.R., and MATHEW, L.J.) dismissed the appeal.

COLLINS, M.R., said that in *Russell* v. *Ledsam* (14 M. & W. 574, at p. 582) Parke, B., said that "the usual course in recent times has been to construe the day exclusively whenever anything was to be done in a certain time after a given event or date." In the present case the compulsory powers of the company for doing an act—namely, for serving notices to treat—were to cease on the expiration of three years from a given event or date—namely, the passing of the Act. The day of the passing of the Act, the 9th of August, 1899, was to be excluded from the computation of the three years, and therefore the compulsory powers of the company did not cease until midnight of the 9th of August, 1902. The notice was accordingly served in time.

MATHEW, L.J., concurred. Section 29 clearly intended that the compulsory powers of the company were to run from the expiration of the day on which the Act passed, thus giving the company three full years within which to exercise their compulsory powers.—COUNSEL, *S. A. T. Rowlatt* and *Micklethwait*; *Mulligan*, K.C., and *A. F. C. Luzmoore*. SOLICITORS, *Freshfields*; *Biggs-Roche, Sawyer, & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

CHARLES BRIGHT & CO. *v.* SELLAR. No. 1. 2nd Nov.

PRACTICE — ACTION OF REVIEW — CHARGING ORDER — ERROR IN LAW APPARENT ON FACE OF ORDER.

Appeal from an order of Wright, J., upon a point of law, set down for hearing under ord. 25, r. 2. The action was brought to review a charging order made by Phillimore, J., at chambers. On the 28th of November, 1901, the defendant recovered judgment in the King's Bench Division against the plaintiffs for £2,537 10s. 2d. In December, 1901, on the application of the defendant, Phillimore, J., made a charging order absolute upon certain shares in Bright's Light and Power Co. (Limited) standing in the name of one Bennett on behalf of the present plaintiffs and upon a sum of £623 8s. 9d. cash held by Bennett on behalf of the plaintiffs. This order was not appealed against. On the 14th of July, 1902, the plaintiffs brought the present action, claiming that the charging order was erroneous in law upon its face in so far as it purported to create a charge upon the cash in the hands of Bennett, and asking that it might be reviewed and discharged to that extent. The defendant pleaded that the statement of claim was bad in law. The question of law so raised was set down for hearing forthwith. Wright, J., held that, assuming that the charging order was erroneous in law on its face, as an appeal could have been brought against it, an action to review it would not lie; and further, that an action to review only lay in the case of a judgment finally determining the rights of the parties, and that a charging order was not such a judgment. He accordingly held that the action was not maintainable and he gave judgment for the defendant. The plaintiffs appealed.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.), having taken time to consider, dismissed the appeal.

COZENS-HARDY, L.J., read the judgment of the court, in which he said that until the reign of Charles II. there was no appeal from the Lord Chancellor to any higher tribunal, but an opportunity was afforded of correcting decisions by means of a rehearing before either the same or some other judge. This right of rehearing could only have been exercised before a decree or order was enrolled. If an enrolled order was bad on its face, a means existed for correcting such an order by a bill of review. If there was error apparent on a decree or order which was not enrolled, neither a bill of review nor a supplemental bill in the nature of a bill of review could have been maintained, a petition of rehearing being the proper remedy. In the present case the order absolute had not been enrolled. Under the old system, therefore, the procedure by bill of review would not have been applicable. A petition of rehearing would have been the only remedy. Since the Judicature Act no judge of the High Court had jurisdiction to rehear, such jurisdiction being essentially appellate: *Re St. Nazaire Co.* (27 W. R. 854, 12 Ch. D. 88). It followed that the High Court had now no jurisdiction to review its own order on the ground of apparent error by means of an independent action, and the party complaining must appeal. There was ample jurisdiction now to deal by fresh action with some matters which were formerly the subject of a bill of review or of a supplemental bill in the nature of a bill of review, as, for instance, where a judgment had been obtained by fraud, or where some fresh material evidence had been obtained since the judgment which could not have been previously procured. With regard to the *dictum* of Kay, J., in *Falcke* v. *Scottish Imperial Insurance Co.* (35 W. R. 794), the decision in that case was correct, but if the *dictum* was taken as an assertion that all the old jurisdiction of the Court of Chancery with respect to bills of review, including the jurisdiction to discharge an order on the ground of error apparent on its face, was now vested in the High Court, it could not be supported.—COUNSEL. *C. A. Bennett*; *Alan Macpherson*. SOLICITORS, *Bennett & Chance*; *W. J. Hunter*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

CHESTERFIELD RURAL DISTRICT COUNCIL *v.* NEWTON AND OTHERS. No. 1. 28th Oct.

PRACTICE—COSTS—EXPENSES OF EXTRAORDINARY TRAFFIC—ACTION IN HIGH COURT—AMOUNT RECOVERED LESS THAN £250—JURISDICTION TO AWARD HIGH COURT COSTS—LOCOMOTIVES ACT, 1898 (61 & 62 VICT. c. 29), s 12, SUB-SECTION 1 (A).

Appeal from an order made by Walton, J., at chambers. The plaintiffs brought an action in the High Court to recover £732 for the expenses alleged to have been incurred in the repair of a highway by reason of damage caused by extraordinary traffic conducted thereon by the defendants. In the statement of claim the sum of £634 was claimed as against the defendant Newton, and the balance against the two other defendants. These two defendants settled with the plaintiffs, and the action proceeded against the defendant Newton. At the trial before Ridley, J., the jury found that the weight was excessive and the traffic extraordinary, and assessed the expenses caused thereby at £120. It was agreed that of this sum £60 was attributable to Newton, and judgment was entered for plaintiffs against him for that amount with costs, and the learned judge certified for costs upon the High Court scale, if it were necessary. Upon the taxation the master taxed the plaintiffs' costs upon the High Court scale, and Walton, J., refused to direct a review of taxation. Newton appealed, and contended that as less than £250 had been recovered, the plaintiffs were entitled to county court costs only, under

section 12, sub-section 1 (*a*), of the Locomotives Act, 1898. By section 23 of the Highways and Locomotives (Amendment) Act, 1878, where by the certificate of their surveyor it appears to the authority which is liable or has undertaken to repair any highway that extraordinary expenses have been incurred by such authority in repairing such highway by reason of the damage caused by excessive weight passing along the same, or extraordinary traffic thereon, such authority may recover in a summary manner the amount of such expenses. By section 12, sub-section 1, of the Locomotives Act, 1898, "Section 23 of the Highways and Locomotives (Amendment) Act, 1878 which relates to the recovery of expenses of extraordinary traffic), shall be amended as follows: (*a*) expenses under that section shall cease to be recoverable in a summary manner, but may be recovered if not exceeding £250 in the county court, and if exceeding that sum in the High Court."

THE COURT (COLLINS, M.R., and MATHEW, L.J.) dismissed the appeal.

COLLINS, M.R., said that this action, which was brought upon the certificate of the surveyor, though it might have been brought in the county court, was one which, as the claim on its face exceeded £250, the High Court had jurisdiction to entertain. Under ord. 65, r. 1, the action having been tried with a jury, the costs followed the event unless there was some Act or rule to the contrary. The only possible special legislation touching this case was section 116 of the County Courts Act, 1888, and the amount recovered here took the case out of that section. Apart, however, from the amount recovered, if this was not an action of tort, it was outside that section; and if it was an action of tort, upon the ground that the acts complained of were extravagant, unreasonable, and excessive, then the discretion of the judge to certify for High Court costs was let in, and the learned judge had so certified. In any view the plaintiffs were entitled to High Court costs.

MATHEW, L.J., concurred.—COUNSEL, *Etherington Smith* and *T. H. Walker; Hugo Young*, K.C., and *G. A. Bonner*. SOLICITORS, *Stevens, Son, & Parkes*, for *Jones & Middleton*, Chesterfield; *Stanley Evans & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

BARNETT *v.* HART. No. 1. 30th and 31st Oct.

CONTRACT—BILL—BILL DISCOUNTED BY BANK—AGREEMENT BETWEEN DRAWER AND ACCEPTOR THAT THE ACCEPTOR SHOULD RETIRE BILL—FAILURE ON HIS PART TO ARRANGE WITH THE BANK—EXECUTION—MEASURE OF DAMAGES—COSTS.

In this action, which was tried before Darling, J., and a common jury, the plaintiff Barnett sued to recover some £80 from the defendant Hart. The defendant admitted the claim, but counterclaimed for damages for alleged breach of contract by the plaintiff, whereby he had had an execution put in by Lloyds Bank, whereby he had suffered loss of business and great personal inconvenience. The case went to trial on the counterclaim, and the position of the parties became changed, Mr. Hart becoming the plaintiff and Mr. Barnett the defendant. The facts that were disclosed by the evidence shewed that Mr. Hart had a brother who was very ill, and an operation became imperative. To raise the money for this he borrowed £50 from the defendant, giving him a bill for that sum, which was to mature in three months. This bill the defendant discounted with the bank. A few days before it became due the plaintiff gave notice that he could not meet it, and it was arranged that he should pay, and did pay, £10 down, and gave two post-dated cheques for £20 each, payable respectively one and two months from sight. A few days after the bill became due the bank served the plaintiff with a writ. He at once wrote to the defendant, who replied that he would see about the matter, and thinking he would hear no more about it the plaintiff did nothing. Subsequently the bank put the sheriff in, and it was some days before the plaintiff could pay him out. At the trial the learned judge told the jury that in his opinion the failure of the defendant to retire the bill was more than a mere omission to pay a sum of money when due; in which case, as the law now stands, the plaintiff would only have been entitled to interest and limited damages. On the other hand, for a breach of contract the defendant would be liable to such damages as flowed from his neglect, and it was for the jury to say what sum should be given: *Holloway* v. *Turner* (6 Q. B. 928). In the result the jury awarded the plaintiff £250 damages, and judgment for that amount, with costs, was given by the learned judge. The defendant appealed, and contended that the plaintiff, having merely omitted to pay a sum certain, when due, the plaintiff was only entitled to limited costs and could claim at law neither general nor special damages; that having paid £10 into court with a denial of liability, he was entitled to judgment: see judgment of Jessel, M.R., in *Wallis* v. *Smith* (21 Ch. D., at p. 257). [COLLINS, M.R., referred to *Prehn* v. *Royal Bank of Liverpool* (5 Ex. Cas. 92) and *Rolin* v. *Steward* (14 C. B. 594), per Cresswell, J., at p. 606.] Alternatively the defendant was entitled to a new trial because there was no evidence of special damage, and the sum awarded was therefore excessive.

COLLINS, M.R., in giving judgment, said, while agreeing with the view of Darling, J., that this was an action for breach of contract, and, therefore, one that did not fall within the narrow limits of damages as laid down by numerous authorities as those alone that could be claimed for not paying a sum of money on the day it became due, nevertheless he thought the jury, for want of proper direction, had given far too large damages. The court thought there must be a new trial on the ground that the damages were excessive, unless the parties agreed that the judgment should be varied by reducing the £250 to £50.

MATHEW and COZENS-HARDY, L.JJ., concurred.—[The plaintiff consenting to the damages being reduced to £50, the court ordered that the costs of the action and of the counterclaim should stand, but that defendant should pay the costs of this appeal].—COUNSEL, *Spencer-Bower*, K.C., and *H. Simmonds; Lush*, K.C., and *Crompston*. SOLICITORS, *B. Barnett; Fielder & Fielder*.

[Reported by EARDLEY REID, Esq., Barrister-at-Law.]

HONYWOOD *v.* HONYWOOD. No. 2. 31st Oct.

WILL—REAL ESTATE—CONSTRUCTION—DEVISES IN SUCCESSION—ESTATE FOR LIFE—ESTATES TAIL—GIFTS TO A CLASS.

This was an appeal from a decision of Byrne, J. The facts were as follows: W. P. Honywood by his will, dated the 18th of February, 1859, devised as follows: "I devise all my real estate to my godson P. C. Honywood for his life, with remainder to his first and other sons successively in tail, with remainder to the eldest and every other son of the said Sir C. Honywood for life, with remainder to the first and other sons of such sons of Sir C. Honywood in tail, with remainder to my own right heirs." The testator gave certain household furniture to his wife during her life and widowhood, and subject thereto he directed "the same should go and be held as heirlooms for the benefit of the person who for the time being should be the tenant for life or in remainder of his estates." William Philip Honywood died on the 20th of February, 1859. Sir C. Honywood had several sons, of whom P. C. Honywood was the second, Sir John W. Honywood being the eldest. P. C. Honywood died on the 14th of July, 1902, without ever having been married. Sir J. W. Honywood had three sons, the eldest of whom was C. J. Honywood, who had attained the age of twenty-one years, and had disentailed, his father joining in the deed. His father, having transferred his life interest to him, the said C. J. Honywood, by virtue of the deed of disentail and of the transfer, claimed to be absolutely entitled in fee simple in possession. On the other hand, it was submitted on behalf of the younger sons of Sir C. Honywood that life estates were given to them successively in remainder after the death of the said Sir J. W. Honywood. and in priority to the remainder in tail to the eldest and other sons of Sir J. W. Honywood. It was also urged on behalf of the official solicitor, appointed to represent the heir-at-law of the testator, that the remainder in favour of the first and other sons of the sons (except P. C. Honywood) of Sir C. Honywood in tail ought to be construed as a gift to such first and other sons in tail as a class, and that such gift failed, as it infringed the rule against perpetuities. It was held by Byrne, J., following the principle contained in *Lewis* v. *Waters* (6 East 336) and *Craddock* v. *Craddock* (4 Jurist N. S. 626), that the eldest and other sons of Sir C. Honywood took successive life estates, and that the first and other sons of such sons took successive estates in tail one after another, and that the first and other sons of the eldest son of Sir C. Honywood could not take until after the death of all the tenants for life. From this the defendants appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I am very sorry, but I should like to have been able to give effect to that which seems most probable to have been the intention of the testator. But if the testator has not expressed his intention we have no right to alter the words of his will and add to the words of his will in order to carry out that which we think may probably have been his intention, which he unfortunately has not expressed. Sometimes the words used express something which is so irrational that you do feel justified in modifying the words of the will so as to make them express something that is rational, but one cannot say here that the will in the sense as construed by Byrne, J., is irrational, and under these circumstances I am afraid one has no choice but to give effect to the words as they stand.

ROMER, L.J.—I quite concur.

STIRLING, L.J.—I agree.—COUNSEL, *Haldane*, K.C., *Jessel*, and *S. Crossman; Norton*, K.C., and *Beaumont*. SOLICITORS, *G. J. Fowler & Co.; Sandilands & Co.*

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

BENNETT BROS. (LIM.) AND OTHERS *v.* LEWIS AND OTHERS. No. 2. 26th Oct.

COMPANY—DIRECTORS RETIRING BY ROTATION—POWER TO REDUCE NUMBER—CASUAL VACANCY—MINIMUM REQUIRED BY ARTICLES—EFFECT OF RESOLUTION TO REDUCE ON RETIREMENT.

Appeal from refusal of Swinfen Eady, J., to make an order on motion by three of the plaintiffs, who claimed to be directors of the plaintiff company. By the articles of association of the company it was (*inter alia*) provided: That the number of directors should not be less than three (art. 85). That at every ordinary general meeting after that of 1899 two directors should retire from office (art. 93). That the continuing directors might act notwithstanding any vacancy in their body, but so that if their number should fall below the minimum above fixed, the directors should not, except for the purpose of filling vacancies, act so long as the number was below the minimum (art. 90). That if at any general meeting at which an election of directors ought to take place the places of the retiring directors should not be filled up, the retiring directors should continue in office until the ordinary meeting in the next year, and so on from year to year until their places should be filled up, unless it should be determined at such meeting to reduce the number of directors (art. 97). That any casual vacancy occurring among the directors might be filled up by the directors (art. 99). The company had five directors, one of whom died, and his place was not filled up before the meeting mentioned below. Of the remaining four, two (being two of the plaintiffs above-mentioned) retired by rotation, and at a general meeting, held on the 12th of June, 1903, a resolution was passed that the said two directors be not re-elected, that the vacancies created be not filled up, and that the number of directors be reduced accordingly. The defendant Lewis was also a director and chairman of the board. No attempt to fill up the death vacancy was made at this meeting, but at an extraordinary general meeting subsequently held two other persons were appointed directors. It was contended by the said plaintiffs that the resolution of the 12th of June was invalid since it

reduced the number of directors below the minimum required by article 85, and thus formed special business, of which no notice had been given as required by the articles; they maintained, therefore, that the retiring directors remained in office under article 97.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.), dismissed the appeal.

ROMER and STIRLING, L.JJ., concurred with the judgment of Vaughan Williams, L.J.

VAUGHAN WILLIAMS, L.J.—Our attention has been called to facts in connection with casual vacancies, such as occurred in this case by a death prior to the general meeting. Under the decision in *Munster* v. *The Cammell Co.* (30 W. R. 812, 21 Ch. D. 183) it seems within the power of directors to fill up such vacancies notwithstanding they fail to do so until after an intervening general meeting. This being the case, what was the effect of the resolution to reduce the number? If its effect was to reduce the directors to two there would be an inconsistency with article 85, and no special notice to modify that article had been given. The true effect was to reduce the number of five by two, leaving two existing directors and a vacancy, which under article 90 the two had power to fill up. That article specially provides for the case, for it says the continuing directors shall not act while their number is below the minimum, *except* for the purpose of filling vacancies. The resolution therefore did not contravene article 85.—COUNSEL, *Eve*, K.C., and *P. F. Wheeler*; *Vernon Smith*, K.C., and *H. E. Wright*. SOLICITORS, *Walker, Son & Field*, for *Unett, Moore, Bayley, & Co.*, Birmingham; *Field, Roscoe, & Co.*, for *Pinsent & Co.*, Birmingham.

[Reported by R. HILL, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **THE LANCASHIRE, DERBYSHIRE, AND EAST COAST RAILWAY ACTS 1891 to 1895, AND** *Re* **THE LINCOLN AND EAST COAST RAILWAY AND DOCK ACTS, 1897 to 1902.** Farwell, J. 27th Oct.

RAILWAY—PARLIAMENTARY DEPOSIT FUND—ABANDONED UNDERTAKING—MORTGAGED BY SURETIES, OWNERS OF THE FUND—PAYMENT OUT OF COURT—COSTS OF OWNERS HAVING CONDUCT OF PROCEEDINGS.

This was a summons for distribution of a fund in court, being the Parliamentary deposit fund of the Lincoln and East Coast Railway Co., which undertaking had been abandoned. The questions for decision related solely to costs, and the only point requiring notice was as to whether the applicants—three gentlemen who were sureties for the Lincoln and East Coast Railway Co., and entitled to the deposit (subject to its statutory obligations and to a mortgage on the fund made by them to Messrs. Coutts & Co.), and who had obtained an order for the usual inquiries preliminary to distribution, and had had the conduct of the proceedings—were entitled to their costs. Their counsel cited *Re Wrexham, Mold, and Connah's Quay Railway Co.* (48 W. R. 311; 1900, 1 Ch. 261), *Re Fisher* (42 W. R. 241; 1894, 1 Ch. 450), the Judicature Act, 1890 (53 & 54 Vict. c. 44), s. 5, and the company's special Acts, 1897 (60 & 61 Vict. c. ccxxxiv.), s. 14, and 1902 (2 Ed. 7, c. iii.) s. 6.

FARWELL, J.—This application is governed by the Act of 1897, supplemented by that of 1902. The point raised is curious. Inquiries necessary to clear the fund in court were directed on the application of persons entitled to the deposit—which they could only get when the claims of landowners and other creditors were cleared off, and this they attempted to do, or to reduce them where possible. It is argued that the remaining creditors would have the benefit of such reduction and that the applicants have consequently earned their costs. This may well be the case where you find several persons having similar interests and one of them does the work, but it is otherwise where the active party is a surety or a debtor, for he cannot require the creditor to pay his costs. In this case the true analogy is that of an incumbered fund, where the person entitled comes to clear off the incumbrances before getting the residue. Mr. Parker relied on the *Wrexham case*, but that was decided on a different footing. There a receiver had been appointed under section 4 of the Railway Companies Act, 1867, and the usual inquiries were directed. A contractor who had an action pending against the company (which had been referred to arbitration) was given liberty to proceed notwithstanding the receivership order, and the company had leave to continue to attend the arbitration proceedings on behalf of all persons interested in its assets. The result was a substantial reduction of the contractor's claim, and the Court of Appeal allowed the company the costs of defending the action, as having been incurred in prosecuting the inquiries directed by the court, and for the benefit of the debenture-holders and other creditors of the company. This can form no precedent for a surety or a mortgagor obtaining his costs in priority to his creditor, where he has acted not from motives of philanthropy but for his own benefit. I must therefore refuse the application, though, as all parties consent, I give the applicants their costs of the present summons.—COUNSEL, *Upjohn*, K.C., and *Clauson*; *R. J. Parker*; *Devonshire*; *Bryan Farrer*. SOLICITORS, *Collyer-Bristow & Co.*; *Lowe & Co.*; *Devonshire & Macole*; *Farrer & Co.*

[Reported by R. HILL, Esq., Barrister-at-Law.]

Re **APPLICATIONS 249,746 AND 249,747. AND** *Re* **THE PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883 TO 1888.** Farwell, J. 29th Oct.

TRADE-MARK—APPLICATION TO REGISTER—PREVIOUS APPLICATION BY OTHER PARTIES NOT PROCEEDED WITH—USER—DISCRETION OF COMPTROLLER—REFUSAL.

This was an appeal from the refusal of the Comptroller of Patents, Designs, and Trade-Marks to register two trade-marks for whiskey on the application of Booth's Distillery (Limited). Apart from the question whether these marks were infringements of marks already registered, the Registrar of Designs and Trade-Marks had pointed out to the applicant that one of the marks bore a strong resemblance to a mark several times proposed for registration by other parties whose applications had not been proceeded with, and he suggested that the present applicant should make inquiry whether any of those parties had since used the mark so as to affect the applicant's right to register it. The applicant did not, but the registrar did, make such inquiry, and the result shewed that the mark was in use by the former applicants and was well known in the trade, whereupon the comptroller, in the exercise of his discretion, refused the application of Booth's Distillery (Limited).

FARWELL, J., held that the comptroller had rightly and wisely exercised his discretion and refused to overrule it. He therefore dismissed the application.—COUNSEL, *Whinney*; *R. J. Parker*; *Attwater*. SOLICITORS, *Foster, Spicer, & Foster*; *Solicitor to Board of Trade*; *F. G. Mellows*.

[Reported by R. HILL, Esq., Barrister-at-Law.]

Re **HAY-KERR** *v.* **STINNEAR.** Buckley, J. 28th Oct.

WILL—SUBSEQUENT UNATTESTED OBLITERATION—CODICIL CONFIRMING WILL—CONSTRUCTION—WILLS ACT (1 VICT. c. 26), s. 21.

This was an originating summons to determine whether legacies in favour of certain persons named in the will of a testatrix, but whose names were obliterated therefrom by her direction, were, under the circumstances, valid legacies. The testatrix, by her will, dated the 1st of February, 1901, amongst other legacies, gave to Miss Stewart £200, to Miss McKenzie £500, and to Mrs. Stinnear £3,000. Prior to the 19th of October she made two immaterial codicils. On that day her maid, by the direction of the testatrix, drew a pen through the names of the three legatees. One of the three sums of money was not struck out. The alterations were neither signed by the testatrix nor attested. On the 21st of October she made a third codicil, which, so far as is matertal, is as follows: "This is a third codicil to the last will and testament of me . . . and which will bears date the 1st of February, 1901, and two codicils. . . . I revoke the legacy of £500 which I have given to Miss McKenzie. . . . In all other respects I ratify and confirm my said will and two codicils." The will was admitted to probate in facsimile. The question was whether the codicil confirmed the will with or without the alterations. The following cases were referred to: *In the Goods of Hall* (2 P. & D. 256), *In the Goods of Heath* (1892, P. 253), *Tyler* v. *Merchant Taylors' Company* (15 P. D. 216). Section 21 of the Wills Act provides that "No obliteration or other alteration made in any will after the execution thereof shall be valid . . . unless such alteration shall be executed in like manner as hereinbefore is required for the execution of the will."

BUCKLEY, J., after stating the facts, said that it was plain, having regard to section 21 of the Wills Act, that an alteration of a testamentary gift, made after the execution of the will, could not be effective unless the alteration was executed in like manner as was required for the execution of the will. The first step was to see whether in the third codicil she had by that instrument altered a previously duly executed instrument so as to give effect to an alteration which the statute said should be of no effect unless executed as a will. That was a question of construction. You had to read the third codicil and say what it was that she thereby confirmed. That which she confirmed might be either unattested or duly attested. The third codicil, being a duly attested instrument, whatever it was that she confirmed by it would become part of her will. He could not doubt what was the instrument which she intended to confirm. The first question, then, was one of construction—what did she mean when she spoke of her will. She began by referring to her "will which bears date the 1st of February, 1901." It was the will without the codicils which she confirmed. It was not necessary that he should base his decision on that alone. There was a clause of revocation in the third codicil, a revocation of the legacy to Miss McKenzie. She therefore treated the will on the footing that the three legacies were still subsisting, and then revoked one of them. It was unnecessary to consider the cases which had been referred to, and which were said to have been decided differently according as the alterations had been regarded as deliberate or final. All the cases appeared to be reconcilable. The true view seemed to him to be that in all cases it was a question of construction as to what was the instrument which the testator, by his codicil, intended to confirm. In the present case what was intended to be confirmed was the original will—the instrument of the 1st of February, 1901, as unaltered. He thought, therefore, that no effect ought to be given to the alterations, and that under the will the three legacies were good. One of them had been taken away by the codicil, but the others remained, and he held that they were payable.—COUNSEL, *Birrell*, K.C., and *J. B. Howard*; *Astbury*, K.C., and *T. T. Blyth*; *Finlay*; *R. J. Parker*. SOLICITORS, *Field, Roscoe, & Co.*, for *Bubb & Co.*, Cheltenham; *Blyth, Dutton, Hartley, & Blyth*; *Markby, Stewart, & Co.*; *Solicitor to the Treasury*.

[Reported by H. L. OEMISTON, Esq., Barrister-at-Law.]

Re **STEPHENS. KILBY** *v.* **BETTS.** Buckley, J. 29th, 30th and 31st Oct.

WILL—TRUST FOR ACCUMULATION OF INCOME—VALIDITY—PORTION—GIFT TO CHILDREN OF A. WHO SHOULD ATTAIN TWENTY-ONE—PERIOD FOR ASCERTAINING CLASS—TRUST FOR ACCUMULATION BEYOND PERIOD FIXED FOR VESTING—THELLUSSON ACT (39 & 40 GEO. 3, c. 98), s. 2.

This was an originating summons raising questions as to the validity of a direction for accumulation and the ascertainment of a class of beneficiaries. Christopher Stephens, who died in 1888, by his will gave his real and personal estate to trustees, upon trust to sell and convert the same, and out of the income to set apart £24 a year while and so long as there should be a child of Sarah Alice Betts, the wife of Henry Betts, for the time being under twenty-one. He directed the trustees to accumulate the £24 during

the infancy of the said children, or so long as his trustees were directed by his will to set apart the £24 a year. He declared that his trustees should stand possessed of the accumulated fund in trust for such of the children of S. A. Betts as being sons should attain twenty-one, or being daughters should marry, in equal shares, and the shares of such children to be vested interests in them and to be paid and payable to them when and as they should respectively, if sons attain twenty-one, or if daughters attain that age or marry. Subject thereto he gave the income of the trust property to S. A. Betts for life, and after her death to her husband, if he should survive her, with a proviso for the cesser of the accumulation of the £24 if he predeceased her. After the death of the survivor, he gave the trust property to all the children and issue of deceased children of S. A. Betts living at her death who being male should attain twenty-one, or being female should attain that age or marry, in equal shares *per stirpes*. At the date of the testator's death there were in existence three children of S. A. Betts, who were born in 1882, 1885, and 1888 respectively, and of whom the eldest, Frederick, attained twenty-one in 1903. In the interval, in 1891 and 1896, were born two other children, Mr. and Mrs. Betts are still alive. The questions to be decided were whether the direction to accumulate was void, and whether the class of children to take the accumulations was closed on the attainment by Frederick of the age of twenty-one years, and whether, in consequence, he was entitled to be paid yearly one-fifth of the income of the accumulated fund. The following authorities were cited on the validity of the direction to accumulate: *Beech* v. *Lord St. Vincent* (3 De G. & S. 678), *Jones* v. *Maggs* (9 Ha. 665, 667), Tudor R. P. C. (3rd ed.), p. 515, note to *Griffiths* v. *Vere*, and on the question of ascertainment of class: *Andrews* v. *Partington* (3 Bro. C. C. 401), *Mogg* v. *Mogg* (1 Mer. 654), *Re Emmet's Estate* (13 Ch. D. 484, 490), *Watson* v. *Young* (28 Ch. D. 436, 445), *Re Wenmoth's Estate* (37 Ch. D. 266), *Re Knapp's Settlement* (1895, 1 Ch. 91, 96, 97), and Theobald on Wills (5th ed.), 279, 280.

BUCKLEY, J., in a reserved judgment, said that the period during which the testator directed the aggregation and accumulation of the sum of £24 was so long as there should be a child of S. A. Betts for the time being under twenty-one. It did not matter when the child was born, so long as the time specified had not elapsed. Thus, under existing circumstances, the period would not expire till 1917; it might be extended by the birth of another child, or it might be cut down by the death of the husband in his wife's lifetime. The next question was whether the direction to accumulate was not in breach of the Thellusson Act, owing to the fact that the period named was not one of those mentioned in section 1. The question was whether it was protected as coming within one of the exceptions in section 2, by reason of the fact that it was a provision for raising portions for children of any person taking an interest under a will. S. A. Betts took an interest under a will. Was the benefit given a "portion"? A "portion" was a sum of money secured to a child coming from property springing from or settled upon its parents. It was none the less a portion because it was given to all the children, including the eldest. It seemed to him that this benefit was covered by the definition, and was therefore protected. He saw no difference between this case and *Beech* v. *Lord St. Vincent*, except that in that case the gift to the class excluded an eldest son. The next question was whether the class of children to take closed in 1903, when the eldest child attained twenty-one. The rule in *Andrews* v. *Partington* had been repeatedly stated to be a rule of convenience. In the cases in which it had been applied the solution arrived at had been an end-avour by the court to reconcile two inconsistent directions—viz., that the whole class of children was to take, and also that the fund was to be distributed among them at a period when the whole class could not possibly be ascertained. The court had cut the knot by saying that a child who had attained a vested interest was not to be kept waiting for his share, and if you had once paid it to him you could not get it back. But, again, the rule was never applied unless it was necessary. Directly you found a direction to accumulate after the date at which the eldest child attained twenty-one, so that the fund to be diverted was not known at that date, you were driven to the conclusion that the child could not have what was given to him because its amount could not be ascertained. Therefore, where you found a direction to accumulate to a later date, the rule in *Andrews* v. *Partington* did not apply. To state the case in a different way, the direction to accumulate till 1917 was inconsistent with the direction for division in 1903. If you gave effect to the direction for accumulation, you could not comply with the direction to divide in 1903. When you came, therefore, to the direction to pay at twenty-one, you must read it as if it had been a direction to pay at the expiration of the period of aggregation and accumulation, or at twenty-one if the beneficiary was still an infant—that was to say, that you were not to pay before the child attained twenty-one. His lordship then reviewed the cases of *Re Emmet's Estate*, *Watson* v. *Young* (which he thought was as near as possible to the present case), *Re Wenmoth's Estate*, and *Re Knapp's Settlement*, and held that the aggregation and accumulation was to continue for the period named by the testator, and that the fund did not become divisible until the termination of that period.—COUNSEL, *Kenyon Parker; T. Douglas; Duke.* SOLICITORS, *Arnould & Son*, for *Kilby & Collinge*, Banbury.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

Solicitors' Cases.

***Re* A. B. URMSTON (A SOLICITOR).** Farwell, J. 31st Oct.

SOLICITOR—COSTS—SPECIAL AGREEMENT—RETAINER—TAXATION MORE THAN TWELVE MONTHS AFTER—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), ss. 39, 41.

This was an application by originating summons for the delivery and taxation of a solicitor's bill of costs. The summons was taken out in the Liverpool District Registry, though the parties both resided in Kent, and was adjourned by the registrar to be heard before the judge. The applicant, Miss Ada Lavinia Brown, alleged that in 1895 the solicitor informed her that he had discovered she was entitled, as heiress-at-law of Maria Bottle, an intestate, to four cottages at Maidstone of the value of about £500. She thereupon, at his instance, but acting under independent advice, made an agreement with him in writing (in which her heirship was recited) to pay to him as her solicitor fifty guineas for tracing her title and establishing her claim, and £8 5s. for out-of-pocket expenses. It eventually turned out that the cottages were subject to the custom of gavelkind, and that Miss Brown was consequently entitled to only one sixth share. The solicitor delivered no bill of costs, but he retained the agreed sums out of moneys coming to his hands in respect of Miss Brown's share shortly after the date of the agreement (which was dated the 9th of September, 1895), and she now asked by her summons for the delivery of a bill of costs, for liberty to question the retainer of the respondent, and for an inquiry whether any and what special agreement had been entered into between the parties within the Solicitors' Remuneration Act, 1881, and whether such agreement was or was not fair and reasonable. Counsel for the solicitor raised two objections—(1) that no taxation could be ordered after twelve calendar months from the date of payment. He cited *Re Wellborne* (49 W. R. 113; 1901, 1 Ch. 312), *Re Jackson* (37 W. R. 282, 40 Ch. D. 495), and referred to the Solicitors Act, 1843 (6 & 7 Vict. c. 73), ss. 39 and 41, and argued that retainer, where there was a special agreement, was equivalent to payment. (2) That the Liverpool District Registry had no jurisdiction, since neither of the parties resided or carried on business in the neighbourhood. Counsel for the applicant cited *Re Baylis* (44 W. R. 533; 1896, 2 Ch. 107), and *Re A. & B.* (*Solicitors*) (44 SOLICITORS' JOURNAL, 315), and referred to section 8 of the Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44). The court referred to *Re Fraps* (38 SOLICITORS' JOURNAL, 421; 1893, 2 Ch. 284).

FARWELL, J., held that, whatever were the rights of the matter, the costs having been settled seven or eight years ago, and having been the subject of an agreement made under independent advice, there was no ground for ordering taxation, and he dismissed the summons with costs, without deciding the points raised by the respondent's counsel. The fact that the summons was wrongly issued in the Liverpool District Registry must be taken into consideration in fixing the costs, and the respondent would be allowed any extra expenses thereby occasioned.—COUNSEL, *Courthope Wilson; George Lawrence.* SOLICITORS, *W. H. Pride*, Liverpool; *Bower, Cotton, & Bower.*

[Reported by R. HILL, Esq., Barrister-at-Law.]

Law Societies.

Huddersfield Incorporated Law Society.

AT the annual meeting of this society, held on the 28th ult., Mr. W. RAMSDEN, the president, delivered the following address:—

I have selected as the topic of my address at this annual meeting the subject of the assize system, and the necessity for a more satisfactory provision for the administration of justice in the provinces. It is a subject to which I have given a considerable amount of attention and upon which I have formed very definite opinions. When the Judicature Acts were passed about thirty years ago, by which such important changes were made in our system of judicature, there were many persons who regarded those changes as highly objectionable, and they were not effected without strenuous opposition. After an experience of thirty years, it cannot now be denied that those changes were urgently needed, and that, on the whole, they have proved of immense advantage to the community. The object of this paper is to submit that the circuit or assize system is unsuited to present-day requirements, and that a complete change in the system is essential to the efficient administration of justice. I do not purpose to take up your time by tracing the history of the assize system. That history is familiar to all students of law, and it is no doubt an interesting study to trace the development of the present system, from the ancient justices *in itinere* to the commissions under which the assizes are held at the present time. No doubt the system met the needs of our forefathers, but it has long been apparent that the extraordinary increase of our great cities and the development of the means of locomotion have rendered it necessary to adopt a system more suited to modern requirements. The want of more suitable provision for the local administration of justice was greatly felt so long ago as the beginning of the last century, when the old local courts had fallen into disuse and the suitors were compelled to sue for the smallest debts in the Courts of King's Bench, Common Pleas, or Exchequer. The want was partially met by the establishment of courts of request, and afterwards by the present county courts. The benefit of these courts was, however, greatly restricted by the limits imposed upon their jurisdiction, and although these limits have from time to time been extended in accordance with the tinkering methods which seem characteristic of our legislative system, these courts are still fettered by limits which seriously impair their utility. The inadequacy of the assize system was pointed out so long ago as 1869, when the Judicature Commission, in their first report, stated that—"The necessity for holding assizes in every county, without regard to the extent of the business to be transacted in such county, leads, in our judgment, to a great waste of judicial strength, and a great loss of time in going from one circuit town to another, and causes much unnecessary cost and inconvenience to those whose attendance is necessary or customary at the assizes." In their second report in 1872 they expressed the necessity for a discontinuance of the holding of assizes in several counties where it was manifestly an

idle waste of time and money to have assizes. Some attempt was made to give effect to these opinions by grouping certain counties together for the purpose of assize business, and nearly twelve years ago the judges drew up an elaborate report on the circuit system, accompanied by the recommendation that the number of assize towns should be reduced from fifty-six to eighteen. A well-known jurist, in a letter to the *Times* a few months ago, stated his opinion that the defects pointed out by the Judicature Commission have not been adequately remedied, and he alluded to the circuit system as a "glaring anachronism." At the Winter Assizes for some years past the number of prisoners in some towns has been very small, and on one occasion Mr. Justice Darling travelled to Dolgelly to try an old hawker charged with attempting to steal a penny. The late Lord Russell of Killowen had an even more remarkable experience, as given in his biography. Being absent on the Welsh Circuit for twenty days, he had no business at all at three centres, and, altogether, sat in court not more than five days. According to the judicial statistics for the year 1889 there were five assize towns in which no actions at all were entered for trial, and in sixteen towns the number of actions entered and tried during the preceding six years were *five*, or fewer. What a frightful waste of judicial time and public money all this involves. Here we have the spectacle of a highly-trained and highly-paid judge of the High Court making a stately progress through these counties accompanied by all the paraphernalia of sheriffs, chaplains, marshals, associates, clerks, trumpeters, javelin men; grand juries are assembled; special and common juries are selected and summoned; and after all this preparation, the only cases to be tried are a few paltry larcenies or misdemeanours which might be easily disposed of at quarter sessions, and either no civil business at all or a few trumpery cases which could just as well be tried in the county court. If we turn to more populous centres, such as Manchester, Liverpool, Birmingham, or Leeds, we find a much more important class of business to be disposed of, both civil and criminal; but here again the arrangements for dealing with it are very unsatisfactory. A given number of days has necessarily to be allotted for each assize, and owing to the practical impossibility of accurately forecasting the length of time which the business will occupy, it has often been found that justice could not be done to the cases before the court, and the business has either to be scrambled through with unseemly haste or left over to another assize. The criminal business has necessarily to be taken first, and should that prove unexpectedly heavy, or should a criminal trial take an exceptionally long time, the civil business gets squeezed into the remainder of the time. The parties and their solicitors and witnesses may have been kept waiting for days, only to find that cases cannot be properly tried, and are either referred or forced to a settlement. Hence we have sometimes the unseemly spectacle of a judge and counsel dawdling over the business so as to spin it out to last the remainder of the time allotted; or sometimes the business is rushed through with such frantic haste, in order to finish within the allotted time, that it is impossible to try the cases properly, and the result is a practical denial of justice to the litigants. A statement has been made by a high authority that "The result of this system has been to drive to London much of the civil business which properly belongs to the provinces and ought to be tried there, and has increased the burden on the judges and juries in London, and has increased the costs of the actions sent there for trial." The evils of this centralisation are most apparent in the Chancery Division of the High Court, which has a monopoly of all administration cases, wherever arising, when the estate exceeds £500 in value, except in Manchester and Liverpool, where they have a Court of Equity of their own. The effect is that the Chambers of the Chancery Division are choked with a vast mass of business for which they are very ill adapted, and administration cases which should not occupy more than a few months often take several years to complete, and in some instances become entirely overlooked and forgotten. The delays in Chancery are not quite as bad as in the old days of *Jarndyce v. Jarndyce*, but they are still so serious as to amount to a grave public scandal and a reform is urgently needed. Owing to the accumulations of work in the Masters' Chambers, it is, as a rule, impossible to obtain appointments without long intervals, and the progress made with accounts and inquiries is so tedious, and there is so much "red tape" involved, that it is very seldom an administration suit involving accounts and inquiries in Chambers can be completed under four or five years, whereas if the accounts and inquiries could be dealt with locally the case would only require as many months. The system may suit the court officials and equity counsel and London agents, but it certainly does not benefit country solicitors, who are out of their money for years, and have to face indignant clients, who naturally cannot understand why there should be so much delay and expense in winding up estates in Chancery, and blame the solicitor for it, when in reality it is the fault of the system. Now what are the reasons which operate against the adoption of a more rational system? It is suggested that it is partly the force of ancient custom, and local prejudices and partly self interest on the part of the judges and leading counsel and assize officials. I believe that all the Chancery judges and most of the Common Law judges would be sorry to see the assize system interfered with. The Chancery judges are content with things as they are, and as to the Common Law judges, the circuit system gives them a pleasant holiday three or four times a year into the country, where they are treated with great attention and consideration, and at the same time permits them to have a permanent residence in London and to retain all their London associations. For these visits to the country they receive a very handsome allowance for expenses, which allowance it is well known far exceeds their actual expenditure, and is, therefore, a source of considerable emolument. The system also suits the leading counsel who go circuit, as they thereby secure a monopoly of work on the circuits, which ensures them a regular continuance of country business without taking them away from London life or interfering greatly with their London practice. As to the junior bar, I feel sure that if their interests were consulted they would wish to put an end to the present monopolies, and would vote for a system of provincial courts with regular sittings which would necessitate a strong local bar and lead to a more equal distribution of work. The vested interests which would be affected by a change in the system are not numerous, but they are very powerful, and that is the reason why the system has continued so long notwithstanding its manifest disadvantages. I cannot do better than quote here some remarks recently made by his Honour Judge Emden, the judge of the Lambeth County Court, as reported in the *Daily Telegraph*: "All solicitors desired reform (in the High Court and County Courts). They were supported by a large portion of the younger branch of the bar. Who were left? A handful of people who set themselves up against the interests of the community. It was astonishing how this handful of people could, in this supposed free country, successfully obstruct urgently-needed reform. More surprising still was the fact that the community should put up with it. The hardships which resulted from the separate system between the High Court and the County Court amounted absolutely to a denial of justice." Later he added: "The present procedure amounts to nothing less than a system for the robbery of poor people." Now, what is the proper remedy for the evils which undoubtedly exist? In the last Session of Parliament an Act was passed for extending the jurisdiction of the County Courts by increasing the limit from £50 to £100, but, at the suggestion of the Lord Chancellor, the operation of the Act was postponed to the 1st January, 1905. My view is that this is merely tinkering with the subject, and that the only rational remedy is to put an end altogether to the assize system, which has outlived its utility and has been proved to be unsuited to present requirements; and to establish permanent provincial courts throughout the country, with both civil and criminal jurisdiction, the civil jurisdiction being unlimited in amount, but with ample power of removal to London in any case which is proper to be tried there. In order to effect this, I think that use should be made not only of the existing County Courts but also of the recorders, and of the local courts which already exist in various privileged localities, such as the Palatine courts of Lancashire and Durham and the Liverpool Court of Passage. The County Courts, along with these special local courts, should become branches of the High Court, absorbing the district registries of the High Court where those exist, and retaining and assimilating their own simple and easy procedure in ordinary cases, but with power to resort to formal pleadings in cases where they are deemed necessary. There should be a fusion of the High Court and the County Courts just the same as there was a fusion of the courts of Common Law and Equity by means of the Judicature Acts. The County Court judges and recorders would then become local judges of the High Court. For important districts such as Manchester, Liverpool, Birmingham, and Leeds it would be necessary for some of the present High Court judges to be stationed, permanently or for fixed periods, in these cities, and their sittings would be continuous according to the requirements of civil and criminal business. The smaller towns would be grouped together in circuits somewhat similar to the present County Court Circuits, but so arranged as to apportion the legal work of the country as fairly as possible amongst the provincial judges. The civil business to be done by the provincial judges would not only include common law and commercial cases, but also equity and bankruptcy cases, and even probate, divorce, and Admiralty. There seems no valid reason why it should be necessary to go to London in a disputed will case, or matrimonial dispute, or a shipping case when the parties reside in the country, unless the case is of extraordinary importance or cannot properly be tried locally. This plan would, of course, entail a great deal of much more responsible work on the County Court judges than they have at present, but the difficulty could be met by systematically delegating the smaller cases to the registrar, who should have jurisdiction to try all cases under a certain amount. Seeing that the registrars have already delegated to them very important cases in bankruptcy, equity and in the district registries, there seems no valid reason why they should not be empowered to try all cases under a certain amount, and thus relieve the judges of a great deal of the drudgery and debt collecting which at present fall to their lot. This separation of country business would leave the London judges of the High Court free to deal with London cases, or remitted country cases, or sitting in banco on appeals from the provincial courts, and would prevent those serious arrears in the appellate business of the country which at times amount to a scandal. The change would of course involve a great improvement in the status of provincial judges, and ought to lead also to a considerable increase in their emoluments, so as to make such posts worth acceptance by leading barristers, and to avoid the provincial bench being as it has been in several cases, a refuge for mediocrities or disappointed politicians. It will be objected that this change would involve a deprivation of the pomp and circumstance attending the trial of cases at the assizes which are supposed to "impress the vulgar." Well, I confess that I for one should not be sorry to see some of these meretricious trappings of the law disappear into the lumber room, as in my opinion the time has gone by for this sort of outward show, and with the spread of education the necessity for "impressing the vulgar" has largely, if not altogether, disappeared. If such ceremony is not necessary in London why is it necessary in the country? We are supposed to be a business people, and the courts of justice are intended to do business, and not to furnish a show for gaping rustics. My view is that all the pomp and glitter of heralds, trumpeters, gilded coaches, flunkeys, and javelin men can very well be dispensed with, and that justice can be administered quite as efficiently without so much display and ceremony. Another objection

which will be raised to the abolition of the circuits is that it is an advantage to litigants to have their cases tried by an independent judge, living outside the district, and free from local influences and prejudices. But if there is anything in this objection it applies equally to county court judges, and I maintain that it is just as important to the poor man or middle-class litigant to have his case properly tried as it is to the wealthy suitor who can afford to carry his case to London or the assizes. I have never heard it suggested that our county court judges are subject to undue influences or are anything but strictly impartial, and on the other hand it is undoubtedly an advantage to a litigant to have his case tried by a judge who knows the customs of the district, and has some acquaintance with the industry and trade of the locality. We shall then perhaps be spared the infliction of a judge of assize expressing the deepest ignorance of matters which are common knowledge to ordinary people. The proposed change would probably lead to the abolition of the grand jury, and it is the opinion of many persons of experience that grand juries may now safely be dispensed with. No doubt they have in the past performed many useful functions, and in times of political oppression they were a useful institution. Their duties are now, however, practically confined to a confirmation of the committing magistrates. When a criminal charge has been investigated by a bench of magistrates, and the defendant committed for trial, that is a sufficient guarantee that there is a *prima facie* case to cause him to be put on his trial before a petty jury. Speaking of juries, these will, no doubt, be retained for criminal cases, and I don't think that any citizen can reasonably object to take his turn in deciding cases affecting the life or liberty of a defendant. With regard to civil cases, however, I do think that juries might now be dispensed with. The judges in the Chancery Division get along very well without juries in very important actions, and there is no reason why a Common Law judge, sitting alone, should not try all civil cases without the assistance of a jury. I think that commercial men have a distinct grievance in being so frequently taken away from their business to try civil disputes, sometimes relating to paltry amounts, for which they receive miserable remuneration, and in many cases are not even paid their expenses. In a letter to the *Times* last summer, a master of a large private school wrote complaining that he had been summoned as a juryman to attend for several days at the assizes, and had engaged a substitute for his work for the period during which he expected to be absent, but on attending at the assizes he found that there were no cases to try, and his journey was wasted, and all the expense he had incurred was thrown away. It has always been a matter of surprise to me how meekly the public suffer the inconvenience and loss entailed upon them by the jury system. I suppose they regard it as something which cannot be avoided, but I think that if they were to make their real feelings known to those responsible for our judicial system or to their representatives in Parliament an alteration would speedily be made. Should the time ever come when the whole of the magistracy consists entirely of trained lawyers, all the courts might then be merged in the High Court, with branches in every town. One public court would in most towns suffice for all purposes, and there would not be the necessity for separate courts for different purposes. The small debt cases and undisputed claims, without limit of jurisdiction, might then be disposed of speedily in the local courts, whilst cases of importance would be dealt with at the provincial centres. Such a complete and homogeneous system is too much to hope for in our generation, but it is not too much to ask that more adequate provision should be made for dealing with provincial business, by the abolition of the cumberous system of assizes, with all their useless forms and ceremonies, and by the substitution of permanent provincial courts, holding regular and continuous sittings, and administering justice in a speedy, business-like, and economical manner.

United Law Society.

Nov. 2.—Mr. J. F. W. Galbraith presided.—The minutes of the last meeting were read and confirmed. Messrs. G. P. Hargreaves and Noel W. Real were elected members by ballot. Mr. G. F. Mortimer moved: "That the Fiscal Policy of Mr. Chamberlain is contrary to the best interests of the British Empire." Mr. Scott-Scott (Imperial Tariff League) opposed. The speakers were Messrs. J. W. Weigall, Chas. A. Hopkinson, and E. S. Cox-Sinclair. Mr. Mortimer replied. The motion was not voted upon, as the discussion will be continued on Monday, the 9th of November, by Mr. Drysdale Woodcock.

Law Students' Journal.

Council of Legal Education.

The following awards have been made on the Michaelmas Examinations, held in Gray's-inn Hall on October 13, 14, 15 and 16. L.I. means Lincoln's-inn; I.T. Inner Temple; M.I. Middle Temple; and G.I. Gray's-inn:—

FINAL EXAMINATIONS.

Class I. (in order of merit), Certificates of Honour.—P. W. Pegg, M.T., E. R. Osborne, G.I., A. S. Tawell, M.T.

Class II. (in alphabetical order).—A. T. Bucknill, I.T., C. B. N. Cama, G.I., S. A. Clarke, G.I., W. Dudley-Ward, I.T., A. E. Ellis and R. A. Griffith, M.T., W. J. Jeeves, L.I., J. W. Jenkins and W. E. St. C. Moor, M.T., J. R. Prior, L.I., H. N. Sen and R. J. Silley, G.I., P. R. O. A. Simner, L.I., J. G. Trapnell, I.T., F. C. Watmough, M.T.

Class III. (in alphabetical order).—S. S. Ahmad, G.I., S. A. Azhar, M.T., Abdul Aziz and L. H. Barnes, I.T., A. K. Bose, L.I., T. H. Chittenden and C. L. Chute, I.T., F. H. Dalston, L.I., W. J. Douglass, I.T., A. C. Dutt, M.T., T. M. Evans, I.T., E. C. Fulton, M.T., E. H. Harris, G.I., J. H. Helm and G. M. Hepworth, I.T., M. A. Khan, M.T., Quamar Shah Khan and B. K. Lahiri, L.I., S. H. Lamb and T. Landers, M.T., F. K. Loewenthal, L.I., J. B. Marshall, I.T., K. S. Menon and E. Metzler, M.T., G. E. Mills and F. W. C. Moss, I.T., C. M. Nayar, M.T., H. K. Nisbet, I.T., W. J. Oakes, G.I., D. Obeyesekere and J. P. Obeyesekere, I.T., J. W. Orr, M.T., F. H. M. Parker, I.T., W. Pittman, M.T., D. Rhys and R. F. Sawyer, I.T., Amar Singh, F. Y. Stanger, and T. S. Stephens, L.I., G. M. Swift, G.I., H. Verma, L.I., C. G. Whyte and R. Woodward, I.T.

Of 75 examined 61 passed. One candidate was ordered not to be admitted for examination again until the Easter Examination, 1904.

ROMAN LAW.

Class I.—C. E. W. Bean and J. Chadwick, I.T., A. F. Engelbach, S. H. Plummer, and W. Ap H. Thomas, M.T.

Class II.—M. T. Akbar and C. Evans, G.I., E. Evans and R. Hollingbery, M.T., T. A. R. A. Paliwalla, G.I., A. H. L. Richter, I.T., E. Smith, M.T., F. E. Smith, I.T., P. J. Wannenberg, M.T., A. H. Woolf, I.T.

Class III.—H. S. Barker, L.I., N. L. Basak and H. T. Blewett, G.I., R. St. J. Braddell, M.T., C. E. M. Broadley, L.I., E. Bruce, G.I., Hon. E. R. Campbell, I.T., C. W. Carrington, L.I., L. H. Centeno, M.T., G. E. C. Clayton, L.I., L. K. Dave, M.T., T. Dawson and S. P. Dove, L.I., A. C. Dutt, M.T., A. T. E. Eggar, C. M. Firth, J. H. W. Fulton, J. Galloway, and C. J. S. Green, I.T., J. Hall-Dalwood, M.T., J. T. Halm, L.I., G. R. Hathorn, I.T., M. H. A. Haveliwala G.I., Sheikh M. Ishmail, L.I., D. M. James, G. I.,J. W. Jardine and J. Kenneway, I.T., J. G. Keyter and H. D. King, M.T., W. R. Levy, L.I., L. Lloyd-Roberts and St. J. Lucas, M.T., Pandit I. Masaldan and A. B. Miller, L.I., A. A. H. K. Mirza, I.T., W. Ll. S. Mitchell, L.I., R. C. L. Montgomerie, I.T., G. H. Mould, G.I., S. Packer, M.T., C. W. B. Prescott, I.T., A. Raphaely, M.T., A. J. De C. Rivers, I.T., F. Rowland, G.I., P. E. Sampson, L.I., D. R. Sawhny, M.T., S. C. Sen, L.I., R. H. Smith, M.T., Don. R. A. P. Sriwardana, G.I., J. G. O. Thomson, I.T., Shii Yuen Tinge, L.I., G. Tully-Christie and S. G. Turner, M.T., J. C. Vaughan, E. P. Walsh, F. C. W. Werninck and W. H. Wright, G.I., L. L. Yeaman, I.T., Mohamad Yunus and Mohammad Yusuf, M.T.

Out of 100 examined 74 passed. Four candidates were ordered not to be admitted for examination again until the Easter Examination, 1904.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

Class I.—A. Andrewes-Uthwatt, G.I., F. T. Barrington-Ward, L.I., J. Chadwick, C. J. S. Green, B. W. Lawrance, and H. G. Lewis, I.T., J. Nissim, M.T.

Class II.—C. E. W. Bean, I.T., F. L. C. Floud and S. A. Haidar, L.I., N. E. Holden, I.T., J. E. Jarvis, M.T., E. Ll. H. Jones, L.I., H. Jones, M.T., A. L. Kelly, N. Kendal, and J. Kennaway, I.T., R. G. C. Livett, M.T., L. F. I. Loyd, I.T., W. C. J. Shortt, and F. S. Toogood, M.T., L. L. Yeatman, I.T.

Class III.—R. E. Alderson, I.T., A. Alexander, G.I., M. A. Bari and H. S. Barker, L.I., H. L. Beazley and H. E. Bellringer, I.T., R. J. Blackham and G. A. W. Booth, M.T., F. W. Brambeer, I.T., A. Brand, G.I., W. W. Brew, L.I., S. B. Changan and R. K. Chatterjee, G.I., M. Chengalvarayulu-Naidu, L.I., S. P. Christie, I.T., H. Coates G.I., A. Cross, I.T., A. De Mello, G.I., W. J. Douglass, R. Dyott, A. T. E. Eggar, A. A. Eustace, V. M. Fernando, and A. F. Filose, I.T., E. Gallet, M.T., C. J. W. Gardner, L.I., W. G. Garrett-Pegge, and F. W. Goldberg, I.T., R. A. Gray, M.T., G. E. Greene and R. E. S. Gregson, I.T., R. A. Griffith, M.T., J. Hajeebhai, A. A. R. Hathorn, E. J. B. Herbert, and G. P. Heywood, I.T., H. A. Hind, L.I., R. D. Hodgson and W. G. I. Hope, I.T., E. C. Howard, M.T., M. Jalaluddin, G.I., W. J. Jeeves, L.I., A. R. Khan, G.I., E. A. Khan, M.T., M. B. Kolasker, L.I., P. Lal, G.I., J. P. Lalor, M.T., J. Lamont and H. Lancaster, I.T., W. Larkins, G.I., W. A. Lawton, M.T., P. Lee and H. W. Leigh-Bennett, I.T., G. P. Leschallas, M.T., C. J. S. Macara-Finnie, L.I., S. A. L. O. Macaulay, L.I., J. F. Maguire and S. A. Majeed, G.I., N. C. Mehra. L.I., K. P. M. Menon, M.T., A. A. H. K. Mirza, I.T., Moung Moung, L.I., C. N. Muttannah and E. H. C. O'Flaherty, M.T., R. E. Otter, I.T., G. C. Painter, M.T., T. H. Parry, I.T., P. M. P. Percival, L.I., A. C. V. Prior and Ramanathan Rajendra, I.T., L. L. Rostron, G. Royle, and G. J. Rycroft, M.T., F. K. Sandbach and S. P. Sen, G.I., F. R. Senanayeke and J. B. Sharpe, L.I., J. S. Smit, M.T., F. E. Smith, I.T., W. J. Spratling and G. J. Spreull, M.T., A. F. N. Thavenot, D. Thomas, and J. C. Vaughan, G.I., N. M. Vickers, L.I., D. Wake, I.T., S. Walter and T. W. Warrington, L.I., F. W. H. Weaver, I.T., E. J. Williams, M.T., R. B. Wilson, L.I., G. J. M. Wolmarans, G.I., A. E. S. Wynell-Mayow, M.T., J. D. Young, G.I., T. P. Young, I.T.

The special prize of £50 for the best examination in constitutional law and legal history is awarded to and divided between F. T. Barrington-Ward, L.I., and H. G. Lewis, I.T.

Of the 159 examined 117 passed. One candidate was ordered not to be admitted for examination again until the Easter examination, 1904.

EVIDENCE, PROCEDURE (CIVIL AND CRIMINAL), AND CRIMINAL LAW.

Class I.—J. C. Adam, M.T.; W. R. Bryett, L.I.; J. H. Edgar, M.T.; R. G. Fitzgerald, L.I.; N. L. C. Macaskie, G.I.; L. A. P. O'Reilly, L.I.; F. K. Sandbach, G.I.; A. M. H. Scott, M.T.; J. H. Vakeel, I.T.

Class II.—C. E. W. Bean, I.T.; J. F. Boston, L.I.; A. L. Cartar, G.I.;

A. E. Casper, M.T.; J. Chadwick, D. T. Davies, W. J. Douglass, and H. E. Fass, I.T.; F. L. C. Floud, L.I.; J. Galloway, I.T.; B. Gangopadhyay, J. C. C. Gatley, J. E. K. Hall, and A. A. R. Hathorn, I.T.; M. H. Hosain, M.T.; M. R. Jayakar, L.I.; H. A. Lane, G.I.; M. C. M'Creagh-Thornhill, and V. B. Mehta, I.T.; H. W. Morrison, G.I.; K. E. Poyser, L.T.; E. L. Price, G.I.; A. L. Screech, M.T.; H. N. Spalding, L.I.; H. J. P. Sweeney, M.T.; G. M. Swift, G.I.; E. J. A. Taylor, and S. Wade, M.T.; H. L. Ward, E. F. Watermeyer, and E. E. G. Williams, I.T.; G. J. M. Wolmarans, G.I.

Class III.—M. A. Asghar, L.I.; P. H. A. Baerlein, M.T.; J. P. C. Bhattacharji, G.I.; T. Bower, L.I.; S. L. H. Bucknor, M.T.; W. S. Bury, I.T.; J. F. Butler-Hogan, G.I.; J. M. K. Chadwick, M.T.; R. L. M. Charlton, L.I.; E. G. Cooper, M.T.; W. S. Curtis, I.T.; L. K. Dave, M.T.; H. J. de Trafford, I.T.; C. E. M. Dillon, M.T.; B. P. Dobson and W. H. Drummond, I.T.; S. G. Dunn and T. Eastham, L.I.; J. G. K. Farrar, G. E. Garrick, F. W. Goldberg, E. F. Goodhart, and G. E. Greene, I.T.; S. A. Haidar and J. T. Halm, L.I.; R. C. Hawkin, I.T.; U. M. A. Hossain and E. C. Howard, M.T.; S. N. Huque, L.I.; S. A. Husain, G.I.; M. M. Imam, M.T.; P. R. Johnson, F. Kershaw, and H. S. Kroenig-Ryan, I.T.; P. Lal, G.I.; B. W. Lawrance, I.T.; S. A. Majeed, G.I.; R. L. Marshall, M.T.; F. Marsham-Tounshend, I.T.; A. B. Miller, L.I.; J. Monteath, I.T.; S. Moti-ur-Rahman, G.I.; J. E. O'Connor, M.T.; L. P'H. Ogier, L.I.; W. H. Otter and R. B. Patel, I.T.; P. M. P. Percival and H. C. Plowden-Wardlaw, L.I.; W. T. Porter and A. P. Savundranayagam, I.T.; L. O. F. Sealy, G.I.; F. R. Senanayeke and N. M. Vickers, L.I.; F. C. W. Werninck, G.I.; G. H. Williams, I.T.

The special prize of £50 for the best examination in evidence, procedure, and criminal law awarded to Jehangir Hormasjee Vakeel, I.T.

Of the 118 examined, 96 passed.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) wer successful at the Preliminary Examination, held on the 14th and 15th of October, 1903:

Ackerley, Samuel
Adams, Arthur Joseph
Alexander, Robert Disney Leith
Anthony, John Richard
Arnold, William Noël
Bavin, Charles Henry
Beckwith, Albert
Beech, Francis William
Blackett, Henry Middleton
Blount, Hubert
Brown, Robert Cyril
Buckley, Richard Charles Maynard
Burch, Vernon Geach
Clift, Sidney William
Collisson, Edwin Read
Commin, Robert George
Cooke, David George
Coulson, William
Dann, Alfred Charles
Denman, George William
Evans, Lawrence Thomas
Hamblin-Smith, James
Head, Philip Alexander Dewar
Henderson, Henry Wallace
Howlett, Harold Walter
Jackson, John George
Jacobs, Joseph David
James, Alexander Young
Kelly, Herbert
Kemp, Nelson Miles
Kenyon, Geoffrey
Kite, Herbert Trenchard
Lawrence, Arthur
Lawton, John Richard
Legge, George William
Lewis, Hugh
Lewis, William Herbert
Lilley, Bertram Edward
McCanna, Joseph
MacLauchlan, Alan Stewart
Mann, William Henry
Middleditch, Benjamin
Mitchell, Harold Charles Barnes
Moore, Gerald Allen
Morton, Percival Clare
Munby, Joe Douglas
Owen, Ivor Stanley
Page, William Urbane
Partridge, Thomas Herbert
Peatfield, Joseph
Pendleton, Archie Joseph
Perkins, Walter James
Perrin, Samuel Henry
Pitman, William John
Polglase, Frank Coleman
Preston, Noël Louth Richard
Price, Idris Thomas
Prior, John
Pulleyn, James
Ratcliffe, Charles
Reed, Guy
Richards, Ernest James
Robinson, Matthew Henry
Robinson, Wentworth Bird
Russ, Charles Andrew Sutherton
Russill, William Richard
Rutherford, John Hughes
Scott, Inver Lyle
Sims, John
Slarke, Walter John Edwin
Sloman, William Henry
Stevens, Joseph Eric
Still, Francis Churchill
Strick, Courtenay Charles
Sykes, Norman
Taylor, Hunter Charles
Templeman, Thomas John Wembridge
Thomson, William Robinson Ketchen
Thrall, Edward Alwyn
Tickle, Alfred James
Vaisey, Roland Maddison
Veasey, Thomas Hubert
Waldron, Edward William
Warren, Charles Gordon
Wickings-Smith, Basil Guildford
Wilton, Denis
Wix, Guy Farquhar

Law Students' Societies.

Law Students' Debating Society.—Nov. 3.—Chairman, Mr. Alfred Dods.—The subject for debate was: "That the case of *Elliott* v. *Crutchley* (1903, 2 K. B. 476) was wrongly decided." Mr. Ernest Todd opened in the affirmative, Mr. A. E. Riddett seconded in the affirmative; Mr. F. H. Stevens opened in the negative, Mr. E. A. Stiebel seconded in the negative. The following members also spoke: Mr. W. Hughes, Mr. W. M. Pleadwell, Mr. H. T. Thomson, Mr. Neville Tebbutt, Mr. W. N. Gibb, Mr. A. W. Finlay, Mr. A. E. Hogan, Mr. H. Elwell, Mr. F. J. A. Leggett, Mr. S. B. Gottlieb. The motion was carried by one vote.

The King's Visit to the Middle Temple.

On Monday last, being Grand Night of Michaelmas term, at the Middle Temple, the King dined in Hall as a bencher of the inn. The guests present to meet his Majesty were: The American Ambassador, the Lord Chancellor, the Duke of Devonshire, the Marquis of Lansdowne, the Earl of Rosebery, Lord Suffield, (Lord-in-Waiting), Lord Alverstone, Lord Burnham, the Speaker, the President of the Royal Academy, the Rev. the Master of the Temple, Colonel the Hon. H. Legge (Equerry-in-Waiting), Sir Francis Burnand, the Treasurer of the Inner Temple, the Treasurer of Lincoln's-inn, the Treasurer of Gray's-inn, the President of the Law Society, the Reader, the Officer Commanding the Guard of the Honour, and the Under-Treasurer. It is stated that the only reigning Sovereign who was ever entertained by this inn was Christian VII. of Denmark, who, whilst on a visit to England in 1768, "took a repast in the hall" on his way to the Mansion House (28th September), it being recorded in the books that "eighteen porters were paid five shillings each to keep back the mob at the gates" on the occasion. His Majesty was received on arrival at the hall by the Attorney-General as treasurer and was conducted to the Parliament Chamber. A procession was formed and walked in double file to the hall. The head porter, bearing his ebony silver-mounted staff, gave his knock on the floor to herald the approach of the benchers, and all stood to attention. As soon as the King was seen walking at the head of the procession with Sir Robert Finlay the assembly rose, and in accordance with precedent, received him in silence. He took his place on the right of the treasurer, with the American Ambassador on the other side. During dinner the band of the Royal Artillery played in the gallery. The King took dessert in the hall, with the other benchers and guests, instead of retiring to the Parliament Chamber. There were no speeches after dinner, but in the course of it the toast of "The King" was given by the treasurer amid much enthusiasm, the assembly joining in singing as the band played the National Anthem. The other toasts, also given without comment, were "The Queen," "Domus," and "Absent members." The loving cup was passed round, and the King lighted a cigar, an example which was generally imitated. The King stayed till half-past ten. As he walked down the hall on his departure he was loudly cheered. Among the guests, says the *Times*, was Sir William Howard Russell, the veteran war correspondent and a member of the inn, who was introduced to the King by Sir Robert Finlay, and with whom his Majesty cordially shook hands.

Obituary.

Mr. S. C. Macaskie, K.C.

Mr. Stuart Cunningham Macaskie, K.C., Recorder of Sheffield, died on Tuesday. He was the son of Mr. George Macaskie, of Berwick-upon-Tweed, and was educated at the Berwick Grammar School, and took up the profession of a journalist. He was called to the bar in 1872, after winning the studentship. He joined the North-Eastern Circuit, and gradually obtained a large practice. He was elected a bencher of Gray's-inn in 1893, and served as treasurer in 1899. In 1891 he was made a Queen's Counsel and was appointed Recorder of Doncaster, and in the following year Recorder of Sheffield. He was twice a Parliamentary candidate, but was defeated on each occasion. He was the author of works on Executors, Bills of Sale, and Corrupt Practices at Elections.

Legal News.

Appointment.

Mr. Percy Musgrave Cresswell Sheriff, barrister-at-law (police magistrate, Grenada), has been appointed Chief Justice of the Island of Saint Vincent.

General.

An unique record was, says the *St. James's Gazette*, made by Judge Bacon on Wednesday, the occasion being judgment summons day at his Court. His Honour committed to Wormwood Scrubbs for ten days each a clergyman, three solicitors, a stockbroker, a solicitor's managing clerk, a doctor, a licensed victualler, and two hotel managers.

The Attorney-General left London on Tuesday, in order to attend, as leading counsel for the British Government, the Venezuelan Arbitration at The Hague, the sittings in which were resumed there on Wednesday. Mr. Arthur Cohen, K.C., and Mr. Erle Richards, the other Government counsel engaged in the proceedings, left London on Saturday.

It is announced that Mr. H. Fogelstrom Bartlett has been appointed Controller of Stamps and Registrar of Joint Stock Companies, in succession to Mr. E. Cleave, who has retired from the public service; and that in consequence of Mr. Bartlett's promotion the Board of Inland Revenue have made the following appointments: Mr. F. Atterbury, to be an Assistant Secretary of Stamps and Taxes, and Mr. G. W. Maunder to be Comptroller of Stamps and Taxes in Dublin, in succession to Mr. Atterbury.

It is said, remarks the American *Law Review*, that Mr. Justice Harlan, of the Supreme Court of the United States, took a box of papers with him to his country home to study during his summer vacation. He did not do any studying. His cheerful excuse was that golf was not a game, but a disease, and that he had caught it. [Have no English judges had a similar experience?]

Mr. Justice Wills, says the *Daily Mail*, at the Somerset Assizes congratulated the magistrates of the county on their wide and humane exercise of the power of granting bail. He thought that it very seldom happened that advantage was taken of bail to escape. During the twenty years he had sat upon the Bench he had not known anything like half-a-dozen cases in which prisoners had, to use popular language, "bolted."

The question of the value of five front teeth to an opera singer, who lost them in an accident on the Trans-Caucasian Railway in Russia, has, says the *American Law Review*, lately come up for adjudication before a Court at St. Petersburg. The fair diva, who was a Servian, appraised her teeth at 114,000 roubles, say, about $57,500. The Court, after hearing evidence, adjourned to take the opinion of expert dentists as to the practical consequences of the loss of five front teeth to a comic opera singer.

At the close of the Hon. Alfred Russell's address, on the last afternoon of the meeting of the Michigan State Bar Association, "upon the right of the Federal Supreme Court to interfere with the working of the new constitutions of the Southern States which deprive coloured citizens of the right to vote," says the American *Law Review*, Messrs. T. A. E. Weadock and August Straker (the latter coloured) were engaged in a warm discussion pro and con upon the subject. The arguments became quite heated, and a climax was impending. At a signal from President Sloman, the band struck up "The Star-Spangled Banner." Like oil upon the troubled waters, the storm that threatened to burst passed over, and a sweet calm succeeded. The business of the meeting then moved merrily on.

A course of four lectures on "The Law Restraining a Trader from Passing off his Goods as Those of Another Trader" will be delivered by Professor John Cutler, M.A., K.C., at King's College, London, on Tuesdays, November 3rd, 10th, 17th, and 24th, at 5 p.m. The subjects will be—General Rule of Law; "No Man has a right to sell his Goods as though they were the Goods of Another"; Application of this Rule; Trade-marks; Imitation of Trade Names; Imitation of Get-up of Goods; Fraudulent Statements; Misleading Advertisements and Circulars; Civil Remedy; Action to Restrain "Passing Off"; What must be Established by Plaintiff Therein; Proof of Actual Deception; Form of Injunction when Granted; Damages or Account of Profits; Criminal Proceedings under the Merchandise Marks Act. Admission is free by cards, to be obtained at the secretary's office, King's College, Strand, W.C.

The demon of delay, says the *Globe*, dogs the footsteps of appellants in the House of Lords as well as in the Court of Appeal. The judicial members of the Upper House, who have now resumed their labours, have no fewer than fifty appeals to dispose of—an increase of fifteen upon the number a year ago, and of twenty-one upon the number two years ago. Two of the appeals in the list have stood for hearing since February. This delay makes it very difficult to understand why the sittings of the Law Lords are not more frequent. While the High Court Judges sit about 214 days in the year, the Law Lords, including their sittings in the Judicial Committee of the Privy Council, sit about only 160. It has been estimated that the Law Lords will not get through their present list in less than eighteen months. This estimate is not, perhaps, untinged by exaggeration, but the arrears in the House of Lords are certainly serious enough to suggest the obvious remedy of more frequent sittings.

Some strong remarks on aliens were, says the *St. James's Gazette*, made by Judge Edge at the Clerkenwell County Court in delivering judgment against a large number of traders. His Honour said he could not help noticing how anxious the foreigner was to deny his liability by suggesting fraud. They appeared to meet their co-religionists, or compatriots, and band together to dispute claims, and always alleged fraud, and pleaded that they could not understand English. They would swear they could not write, in the face of documents produced in Court written by their hands. He could not help thinking that these aliens did not come into Court as honest men, and felt sure that they had some sort of secret meeting where the general lines of defence were mapped out. They came over here and traded as men with knowledge, but when asked for just payment set up false defences. In all the cases his Honour had before him to-day, he said he felt that shocking perjury had been committed.

The *Saturday Review*, discussing Lord Justice Vaughan Williams, says that "nature turned out Vaughan Williams as incapable of acquiring the art of graceful and effective speaking as she had richly endowed him with a weighty and subtle brain. He does his thinking easily enough; but until you have heard him speak you have no idea of the picturesqueness of that phrase about the parturition of thought. The hearer is reminded of the poet's effort to express the ineffable: 'With stammering lips and insufficient sound I strive to utter all my thought.' But the judge has the advantage over the poet in that at long last he does succeed, not only in expressing all his thought, but of making it intelligible; only it must be seen in print before the truth dawns upon you that what seemed so uncouth and chaotic is really perfect in expression. How to convey an idea of it to one who has never heard a judgment of the Lord Justice? There are several figures which may help. One might be of a machine constructed on the principle of perpetual motion but so anomalous that the friction and obstruction of the parts are at the maximum. Another might be of a foreigner violently trying to remember every word he wanted and in imminent danger of forgetting. A third might be of a boy reciting his lesson and making long pauses between each word with such curiously irrelevant emphasis that the sense of the passage as a whole is extremely difficult to gather. A very noticeable peculiarity of the learned judge is that when he addresses any observation or remark to one of his colleagues it is generally the other to whom he directs his attention. And it is one of his mannerisms that he makes speeches to his brethren or asks them questions, with apparently an intense desire to take them into his confidence and obtain their approval. It is a way quite his own, and not to be observed in any Court but the one in which he is sitting. This does not at all imply that he feels any pressing need of support and approval; for no judge is more self-reliant and capable of forming and holding to his own opinions than the Lord Justice. There is a story that the late Master of the Rolls, A. L. Smith, was asked, soon after he was appointed to that office, how he was getting on. He replied: 'Oh, well enough; but there's Vaughan Williams. He generally begins by saying he has only a few words to add: and then he goes on to pour a steady trickle of cold water down my back for the best part of an hour.' Essentially courteous and gentlemanly though he is, it is evident that his pronounced mental and physical traits, which are in such strong contrast to those of his more formal colleagues, must cause them some perplexity at times."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Nov. 9	Mr. Jackson	Mr. Theed	Mr. Church	Mr. R. Leach
Tuesday 10	Pemberton	W. Leach	Greswell	Godfrey
Wednesday 11	Godfrey	Theed	Church	R. Leach
Thursday 12	R. Leach	W. Leach	Greswell	Godfrey
Friday 13	Carrington	Theed	Church	R. Leach
Saturday 14	Beal	W. Leach	Greswell	Godfrey

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Nov.... 9	Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach
Tuesday 10	Jackson	Carrington	Farmer	Theed
Wednesday 11	Pemberton	Beal	King	Farmer
Thursday 12	Jackson	Carrington	Farmer	King
Friday 13	Pemberton	Beal	King	Greswell
Saturday 14	Jackson	Carrington	Farmer	Church

The Property Mart.

Sales of the Ensuing Week.

Nov. 11.—Messrs. FRANK JOLLY & Co., at the Mart, at 2, in One Lot, Freehold Business Premises, occupying a very prominent corner position in the immediate vicinity of the new L.C.C. improvements, within a stone's throw of the new Gaiety Theatre; let on lease at £261 per annum. Solicitor, R. L. Butler, Esq., and Messrs. Wright, Onslow, & Beamish, London. (See advertisement, Oct. 31, p. 6.)

Nov. 11.—Messrs. WALTON & LEE will offer, at the Mart, at 2, by order of the trustees of Mrs. Ayscough Fawkes (deceased), Cadogan Estate, near to Sloane-square Station, a long Leasehold modern red-brick Residence of moderate size, containing exceptionally charming reception-rooms, and beautifully fitted. The property is held for an unexpired term of 82 years at the ground-rent of £50 per annum. Solicitors, Messrs. Hill, Son, & Rickards, London. (See advertisement, this week, p. xviii.)

Nov. 12.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—The centrally situated Freehold Houses and Workshops, Nos. 13 and 14, Hoxton-market, Coronet-street, Old-street. Solicitors, Messrs. Mills, Lockyer, & Mills, London.—A Mortgage of £9,600 at 6 per cent. (reducible to 4½ per cent.) secured on eight Freehold Houses in Princes-square, Cable-street, St. George's, E.; let at £832 per annum. Solicitor, Arthur Pyke, Esq., London.—Mile End Road: Two long Leasehold Shops (nearly equal to Freehold), adjoining the Great Assembly Hall; let at £96 and £100 per annum. Solicitors, Messrs. Minet, Harvie, May, & Co., London.—Stratford and Maryland Point: Leasehold Houses; let at £171 17s. per annum and £33 18s. Solicitor, H. E. Herman, Esq., London.—Hackney: Leasehold Terrace House, Rodney-road, Amhurst-road. Solicitors, Messrs. Stones, Morris, & Stone, London.—Manor Park: 22 well-built Freehold Houses; let and producing £590 per annum. Solicitors, Messrs. Bryson & Wells, London.—Poplar: The Leasehold Houses, Nos. 14 and 16, Monoss-street, Abbott-road; producing £63 14s. Solicitors, Messrs. C. G. Bradshaw & Waterson, London. (See advertisements, this week, p. xvii.)

Nov. 12.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Reversion to One-fifth of a Trust Fund, consisting of £3,585 6s. 3d., Consols, Freehold Ground-rents of £30 per annum, and Leasehold Ground-rents of £379 12s. per annum; two ladies aged 68 and 80, contingent on the reversioner, a lady aged 25 years, surviving them; also with Policies. Solicitors, Messrs. Harper & Battcock, London. (See advertisements, this week, p. xvii.)

Nov. 12.—Messrs. PERFECT & SONS, at the Mart, at 1:—Hornsey Rise: Freehold Residence; rental value £60 per annum; close to 'bus and rail. Solicitors, Messrs. Mitchell & Mallinson, London.—Camden Town, 26, Little Randolph-street: Leasehold Investment; lease 28 years; profit rental about 36 per annum. Solicitors, Messrs. Timbrell & Deighton, London. (See advertisement, this week, p. xix.)

Nov. 12.—Messrs. STIMSON & SONS, at the Mart, at 2: The 14-roomed House, with two Shops, known as Nos. 191 and 193, Walworth-road; let at £170 per annum. Solicitors, F. M. Morris, Esq., and Messrs. Cain & Tompkins, London.—Kew (near the main entrance to the celebrated Kew Gardens, and close to the Electric Tramway route): Double-fronted House, containing 12 rooms, with large matured garden; let at £80 per annum. Solicitors, Messrs. Emanuel, Round, & Nathan, London.—Clapham-road (on the Main Road and the Electric Tramway route): Detached Residence, No. 182, Clapham-road; let at £80 per annum. Solicitor, H. A. Oldenshaw, Esq., London. (See advertisements, this week, p. xix.)

Results of Sales.

Messrs. H. E. FOSTER & CRANFIELD were successful in finding a purchaser at the Mart, E.C., on Wednesday last for the Equity of Redemption in the Leasehold Residence known as "Ravena," Shoot-up-Hill, Brondesbury, let at £115, the price realised being £210.

REVERSIONS, LIFE POLICIES, AND SHARES.

The same firm also held their Fortnightly Sale (No. 750) of the above Interests at the Mart, E.C., on Thursday last, when the majority of the lots offered were Sold. The total of sale being £7,432 10s.

	£
Nos. 9 and 11, Oldfield-road, Stoke Newington, leaseholds subject to an annuity ... ... Sold	280

		£
REVERSIONS:		
Absolute to One-seventh of £3,640; life 60	...	225
Contingent to One-fifth of £11,250; lives 83 and 48	...	1,150
Absolute to Two-sevenths of £3,800; lives 49 and 48	...	225
LIFE POLICIES:		
For £1,000; life 65	...	415
For £5,600; life 63	...	1,700
For £250 (fully paid); life 63	...	195
For £2,000; life 70	...	965
For £500; life 57	...	275
For £500; life 60	...	300
For £1,300; life 63	...	895
For £1,200; life 46	...	450
SHARES:		
300 6 per Cent. Cumulative Preference Shares of £1 each in Young & Marten, Ltd.	...	270
700 Ordinary Shares of £1 each in Warwick Trading Co., Ltd.	...	87 10s.

Winding-up Notices.

London Gazette.—FRIDAY, Oct. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATACAMA MINERAL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to William Charles Nisbett, St George's House, Eastcheap

CROWN JEWELLERY CO INCORPORATED—Petn for winding up, presented Oct 22, directed to be heard Nov 10. Kisch & Co, Barbican, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 9

ELLIS-MAY VACUUM STEEL SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts and claims, to Oliver Prescott Macfarlane, 138, Leadenhall st. Blackman, Gresham House, solor for liquidator

F. E. PILKINGTON & Co, LIMITED—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts and claims, to William Edmundson Eaton, 43, Sandy ln, Accrington. Sprake, Accrington, solor for liquidator

LONSDALE HEMATITE SMELTING CO, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts and claims, to Joseph Angus Forster, 125, Ramsden sq, Barrow in Furness. Brockbank & Co, Whitehaven, solors for liquidator

SANDERS, PHILLIPS, & Co, LIMITED—Petn for winding up, presented Oct 27, directed to be heard Nov 10. Piesse & Sons, Old Jewry chmbrs, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 9

SPANISH TIN MINING CORPORATION, LIMITED—Petn for winding up, presented Oct 27, directed to be heard Nov 10. Leslie & Co, Union ct, Castle st, Liverpool. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 9

TREASURE HILL MINING CO (1903), LIMITED—Petition for winding up, presented Oct 23, directed to be heard Nov 10. Beal & Payne, Budge row, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 9

TURKISH MONOPOLY CIGARETTE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Dominic George Pangiris, 5, Bevis marks. Travers-Smith & Co, Throgmorton av, solors

VICTORIAN DEEP LEADS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 2, to send their names and addresses, and particulars of their debts or claims, to Edmund William Lyons, 30 and 31, St Swithin's ln. Blyth & Co, Gresham House, solors for liquidator

London Gazette.—TUESDAY, Nov. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

APPROPONSU (ASHANTI) SYNDICATE, LIMITED—Petn for winding up, presented Oct 29, directed to be heard Nov 17. Stammers, Basinghall st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16

COLLIER TWIN TYRE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Walter Robertson, 1, Southampton row. Smith & Co, Copthall av, solors for liquidator

COPPER KING, LIMITED—Creditors are required, on or before Dec 3, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury. Greenip & Co, George st, Mansion House, solors for liquidator

ENGLISH AND AUSTRALIAN ASSETS CO, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Julian Oliphant Byrne, 12, New ct, Lincoln's inn. Markby & Co, Coleman st, solors for liquidator

EVERTON TIMBER CO, LIMITED—Petn for winding up, presented Oct 29, directed to be heard at the Court House, Victoria st, Liverpool, Nov 13, at 10. Glover, Castle st, Liverpool, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 12

FEDERAL ASSETS CO, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Julian Oliphant Byrne, 12, New ct, Lincoln's inn. Markby & Co, Coleman st, solors for liquidator

FERRANTI, LIMITED—Petn for winding up, presented Oct 29, directed to be heard Nov 17. Toomer, Walbrook, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16

ILFORD SPORTS CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Bailey, 1, Cranbrook rd, Ilford, Essex. Pettiver & Peakes, College hill, solors for the liquidator

KANNENBEER SUPPLY (LONDON), LIMITED—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Jacob Weiler, 18, Portland rd, South Tottenham

MELBOURNE ASSETS CO, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Julian Oliphant Byrne, 12, New ct, Lincoln's inn. Markby & Co, Coleman st, solors for liquidator

NEW CENTURY TRUST, LIMITED—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to William T. Warriner, 17, Old Broad st

OPORTO WINE SYNDICATE, LIMITED—Creditors are required, or or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Claud Pearce Serocold, 52, Threadneedle st

SAVILE PUBLISHING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 11, to send in their names and addresses, and the particulars of their debts or claims, to Frederick Seymour Salaman, 1 Oxford ct, Cannon st. Salaman & Co, Union ct, solors for liquidator

SEVERN VALLEY COAL SYNDICATE, LIMITED—Petn for winding up, presented Oct 29, directed to be heard Nov 17 Stocker, 150, Fenchurch st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 16

SHAKESPEARE, KIRKLAND, & FROST, LIMITED—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Henry Thomas Clutton Salt Ledsam, Waterloo st, Birmingham. Forsyth & Co, Birmingham, solors for liquidator

Bankruptcy Notices.

London Gazette.—FRIDAY, Oct. 30.

RECEIVING ORDERS.

ALLINSON, FREDERICK, Leeds, Builder Leeds Pet Oct 28 Ord Oct 28

ANSCHUTZ, PAUL, Bishopsgate st Without High Court Pet Oct 7 Ord Oct 27

ASTLEY, FRANK PETER, Aldersgate st, Agent High Court Pet Oct 24 Ord Oct 24

BALE, WILLIAM THOMAS, Greenwich, Hotel Manager Pet Aug 31 Ord Oct 27

BATEY, WILLIAM JOSEPH, Manor Park, Essex, Grocer High Court Pet Oct 27 Ord Oct 27

BEAK, WILLIAM, St George, Bristol, Boot Manufacturer Bristol Pet Oct 16 Ord Oct 28

BENNETT, JOSEPH, Cheetham Hill, Manchester, Grocer Manchester Pet Oct 28 Ord Oct 28

BOND, PHILIP, and GERARD FRANCIS WALKER, Liverpool, Provision Merchants Liverpool Pet Oct 17 Ord Oct 28

BUTLER, WALTER, Barrow in Furness, Clothier Barrow in Furness Pet Ord 16 Ord Oct 27

CASE, FREDERIC. King's Lynn, Carpenter King's Lynn Pet Oct 28 Ord Oct 28

CHAMBERLAIN, SYDNEY, Crowle, Lincs, Coal Merchant Sheffied Pet Oct 27 Ord Oct 27

COLEMAN, HARRY, Harlow, Essex, Ironmonger Hertford Pet Oct 26 Ord Oct 26

COLLETT, J H, Sparkhill, Worcester, Builder Birmingham Pet Oct 16 Ord Oct 27

COOPER, DAVID, Walsall, Grocer's Assistant Walsall Pet Oct 26 Ord Oct 26

CORNBILL, FRED ARCHIBALD, Wakefield, Builder Wakefield Pet Oct 28 Ord Oct 28

CROWTHER, F, Herne Hill, Fish Salesman High Court Pet Aug 29 Ord Oct 27

CROWTHER, SYDNEY, Morley, Yorks, Rag Merchant Dewsbury Pet Oct 26 Ord Oct 26

DAWE, JOSEPH JOHN, Penzance, Market Gardener Truro Pet Oct 26 Ord Oct 26

EASTWOOD, HENRY, Burnley, Printer Burnley Pet Oct 27 Ord Oct 27

ELSTON, JOHN, Swindon, Innkeeper Swindon Pet Oct 26 Ord Oct 26

FINCH, EBENEZER, Clacton on Sea, Bootmaker Colchester Pet Oct 27 Ord Oct 27

FRANKLIN, JAMES CHARLES, and JAMES WILLIAM FRANKLIN, St John st, Builders High Court Pet Oct 27 Ord Oct 27

GEEN, HENRY, Dinas, Glam, Collier Pontypridd Pet Oct 28 Ord Oct 28

HILL, WILLIAM, Portslade, Sussex, Builder Brighton Pet Oct 8 Ord Oct 28

HYDE, WILLIAM, Melton Mowbray, Beerhouse Keeper Leicester Pet Oct 26 Ord Oct 26

JONES, HENRY, Barrow in Furness, Boot Maker Barrow in Furness Pet Oct 28 Ord Oct 28

LAMBIE, J A, Watling st, Warehouseman High Court Pet Sept 17 Ord Oct 28

LUMSDON, HENRY, Wallsend, Northumberland, Smith Newcastle on Tyne Pet Oct 26 Ord Oct 26

MILES, MILES, Trealaw, Glam, Grocer Pontypridd Pet Oct 26 Ord Oct 26

MITCHELL, GEORGE, Portland, Stone Merchant Dorchester Pet Oct 28 Ord Oct 28

MORDECAI BROTHERS, Tottenham, Builders Edmonton Pet Oct 9 Ord Oct 26

MUTTON, H J, Sittingbourne, Kent, Engineer Rochester Pet Sept 23 Ord Oct 26

RADCLIFFE, L, Jermyn st, Piccadilly High Court Pet Oct 2 Ord Oct 28

RICHARDSON, HARLING, Windermere, Farmer Kendal Pet Oct 28 Ord Oct 28

ROSENTHAL, SAMUEL, Mile End rd, Tailor High Court Pet Oct 27 Ord Oct 27

ROULSTON, EDWARD LAWRENCE, South Wigston, Leicester, Boot Trimmer Leicester Pet Oct 28 Ord Oct 28

ROWNTREE, ROBERT GEORGE, Tarrarigg, Cumwhitton, Cumberland, Farmer Carlisle Pet Oct 27 Ord Oct 27

SELLERS, ROBERT, Wilberfoss, Yorks, Blacksmith York Pet Oct 27 Ord Oct 27

SLATER, FREDERICK COWNLEY, Newcastle on Tyne, Builder Newcastle on Tyne Pet Oct 10 Ord Oct 27

STEVENTON, WALTER SANDFORD, Whitchurch, Salop, Brewer's Traveller Crewe Pet Oct 27 Ord Oct 27

STIBBS, EDWARD WILLIAM, Leckhampton Cheltenham Horse Doctor Cheltenham Pet Oct 24 Ord Oct 24

TAGG, GEORGE JOHN, East Molesey, Surrey, Boat Builder Kingston, Surrey Pet Oct 13 Ord Oct 26

TEECEY, ALICE, Shifnal, Salop, Innkeeper Madeley Pet Oct 28 Ord Oct 28

WHEELER, JOHN CHARLES, Chapmanslade, Wilts, Dealer Frome Pet Oct 13 Ord Oct 28

WILKINSON, WILLIAM, Kingston upon Hull, Insurance Manager Kingston upon Hull Pet Oct 27 Ord Oct 27

WILSON, WILLIAM, Manchester, Ironmonger's Manager Manchester Pet Sept 24 Ord Oct 28

WITHERS, GEORGE HENRY, Wimborne, Dorset, Baker Poole Pet Oct 27 Ord Oct 27

Amended notice substituted for that published in the London Gazette of Oct 20:

LANGLEY, GEORGE BUCHANAN, Malvern, Furniture Dealer Worcester Pet Oct 16 Ord Oct 16

Amended notice substituted for that published in the London Gazette of Oct 23:

WOODS, GEORGE JOHN, Brighton, Fishmonger Brighton Pet Sept 28 Ord Oct 19

Amended notice substituted for that published in the London Gazette of Oct 27:

ANDREWS, HENRY, Winwick, Lancs, Wheelwright Warrington Pet Oct 22 Ord Oct 22

FIRST MEETINGS.

ANDREW, ALBERT, Gt Grimsby Nov 7 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

ANDREWS, HENRY, Winwick, Lancs, Wheelwright Nov 11 at 2.30 Off Rec, Byrom st, Manchester

ANSCHUTZ, PAUL, Bishopsgate st Without Nov 12 at 2.30 Bankruptcy bldgs, Carey st

ASTLEY, FRANK PETER, Aldersgate st, Agent Nov 10 at 1 Bankruptcy bldgs, Carey st

BATEY, WILLIAM JOSEPH, Manor Park, Essex, Grocer Nov 13 at 11 Bankruptcy bldgs, Carey st

BLANCHFLOWER, TIMOTHY COLDMAN, junr, Trunch, Norfolk, Farmer Nov 7 at 1 Off Rec, 8, King st, Norwich

BLUNT, GEORGE, and ALFRED WILLIAM WHEELER, Leicester Hosiery Manufacturer Nov 9 at 12 Off Rec, 1, Berridge st, Leicester

BURKILL, CHARLES, Scarborough, Greengrocer Nov 11 at 2.45 74, Newborough, Scarborough

BUSTIN, ALFRED JAMES THOMAS, Scarborough, Coachman Nov 11 at 3.15 74, Newborough, Scarborough

COOPER, ASHLEY, Thornton Heath Nov 9 at 11.30 24, Railway app, London Bridge

CROWTHER, F, Herne Hill, Fish Salesman Nov 13 at 12 Bankruptcy bldgs, Carey st

DAVIES, WILLIAM, jun, Bettws y coed, Carnarvons, Quarry Proprietor Nov 7 at 11 Crypt chmbrs, Eastgate row, Chester

DAWE, JOSEPH JOHN, Penzance, Market Gardener Nov 10 at 12 Off Rec, Boscawen st, Truro

EASTWOOD, HENRY, Burnley, Stationer Nov 9 at 12.30 Exchange Hotel, Nicholas st, Burnley

EASTWOOD, JOHN THOMAS, Brierfield, Lancs, Cycle Agent Nov 9 at 10.45 Off Rec, 14, Chapel st, Preston

ELLIS, JAMES, Charlton, Kent, Surveyor Nov 10 at 11.30 24, Railway app, London Bridge

EVANS, WILLIAM, Ogmore Vale, Glam, Grocer Nov 9 at 12.15 117, St Mary st, Cardiff

FARE, ROBERT, Wealdstone, Decorator Nov 7 at 11 Off Rec, 14 Bedford row

FRANKLIN, JAMES CHARLES, and JAMES WILLIAL FRANKLIN, St John st, Builders Nov 9 at 12 Bankruptcy bldgs, Carey st

GEORGE, WILLIAM, New Southgate, Van Builder Nov 7 at 12 Off Rec, 14, Bedford row

GREEN, WILLIAM THOMAS PANTHER, Kettering, Northampton, Leather Dresser Nov 9 at 12 Off Rec, Bridge st, Northampton

HALL, WILLIAM FREDERICK, Dorset, Outfitter Nov 9 at 1 Off Rec, Endless st, Salisbury

HEATHER, HARRY VINCENT, Dorchester, Confectioner Nov 9 at 12.30 Off Rec, Endless st, Salisbury

HENDON, FRANCIS JAMES, Swanage, Greengrocer Nov 9 at 12.45 Off Rec, Endless st, Salisbury

HOLBROW, HENRY EDWARD, Farnborough Nov 9 at 12.30 24, Railway app, London Bridge

JOHNSON, JOHN, Newcastle on Tyne, Confectioner Nov 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

JONES, JOHN THOMAS, Portmadoc, Blacksmith Nov 9 at 10.45 Police Court, Portmadoc

LUMSDON, HENRY, Whitley Bay, Northumberland, Smith Nov 7 at 12 Off Rec

MASON, FRANCES ELIZABETH, Quarry Bank, nr Brierley Hill, Staffs, Brewer Nov 9 at 12 Off Rec, 199, Wolverhampton st, Dudley

MILES, WILLIAM FREDERICK, Leicester Nov 11 at 12 Off Rec, 1, Berridge st, Leicester

MOORE, THOMAS EDMUND, Leicester, Builder Nov 10 at 12 Off Rec, 1, Berridge st, Leicester

MUTTON, H J, Sittingbourne, Engineer Nov 16 at 12.15 115, High st, Rochester

NUTT, GEORGE OSTIN, Wolverhampton, Warehouse Salesman Nov 10 at 11 Off Rec, 199, Wolverhampton st, Dudley

PAUL, FRANK TABBER, Woodford Green, Reporter Nov 9 at 3 14, Bedford row

PETERS, RICHARD ROBERT, Gt Grimsby, Fisherman Nov 7 at 11 Off Rec, 15, Osborne st, Gt Grimsby

RADCLIFFE, L, Jermyn st, Piccadilly Nov 11 at 2.30 Bankruptcy bldgs, Carey st

RIGBEY, ERNEST GEORGE, Whitchurch, Salop, Grocer Nov 7 at 10.30 Crypt chmbrs, Eastgate rd, Chester

ROACH, WILLIAM HENRY, Barrow in Furness, Insurance Agent Nov 7 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

ROBINSON, JAMES EDWARD, Accrington, Tripe Dealer Nov 9 at 10.30 Off Rec, 14, Chapel st, Preston

ROSENTHAL, SAMUEL, Mile End rd, Tailor Nov 11 at 11 Bankruptcy bldgs, Carey st

ROSS, JOSEPH WILLIAM BUCKBY, Leicester, Grocer Nov 9 at 3 Off Rec, 1, Berridge st, Leicester

SELLERS, ROBERT, Wilberfoss, Yorks, Blacksmith Nov 12 at 1.15 Off Rec, The Red House, Duncombe pl, York

SLOCOMBE, JAMES, Mumbles, Glam, Commission Agent Nov 7 at 11 Off Rec, 31, Alexandra rd, Swansea

SMALLEY, ARTHUR, Padiham, Fish Merchant's Assistant Nov 9 at 11 Off Rec, 14, Chapel st, Preston

SMITH, JAMES, Derby, Greengrocer Nov 7 at 11 Off Rec, 47, Full st, Derby

THOMSON, GEORGE, Norwich, Licensed Victualler Nov 9 at 12 Off Rec 8, King st, Norwich

TOWNSHEND, AMBROSE GEORGE, Bethnal Green, Clerk Nov 9 at 12 Bankruptcy bldgs, Carey st

WALKER, JOSEPH, Halton, nr Runcorn, Cheshire, Farmer Nov 11 at 3 Off Rec, Byrom st, Manchester

WASSERMAN, JOHN CONRAD, Denton, Lancs, Manufacturer of Hatters' Specialities Nov 11 at 3.30 Off Rec, Byrom st, Manchester

WIGGLESWORTH, CHARLES, Wakefield, Tailor Nov 9 at 10.30 Off Rec, 6, Bond ter, Wakefield

Amended notice substituted for that published in the London Gazette of Oct 27:

GENT, CLIFFORD THOMAS, Aller, Somerset, Farmer Nov 6 at 12 30 Off Rec, Endless st, Salisbury

ADJUDICATIONS.

ALLINSON, FREDERICK, Leeds, Builder Leeds Pet Oct 28 Ord Oct 28

ASTLEY, FRANK PETER, Bousfield rd, Nunhead, Agent High Court Pet Oct 24 Ord Oct 24

ATKINS, CHARLES WILLIAM, Moorgate st High Court Pet Sept 3 Ord Oct 20

BALDWIN, PRISCILLA AMELIA, Longhope, Glos, Wood Turner Gloucester Pet July 10 Ord Oct 27

BATEY, WILLIAM JOSEPH, Manor Park, Grocer High Court Pet Oct 27 Ord Oct 27

BENNETT, JOSEPH, Cheetham hill, Manchester, Grocer Manchester Pet Oct 28 Ord Oct 28

BERNDT, LOUIS, Union ct, Old Broad st, Company Promoter High Court Pet Sept 10 Ord Oct 26

CASE, FREDERIC, King's Lynn, Norfolk, Carpenter King's Lynn Pet Oct 28 Ord Oct 28

CHAMBERLAIN, SYDNEY, Crowle, Lincs, Coal Merchant Sheffield Pet Oct 27 Ord Oct 27

COOPER, DAVID, Walsall, Grocer's Assistant Walsall Pet Oct 26 Ord Oct 26

CORNBILL, FRED ARCHIBALD, Wakefield, Builder Wakefield Pet Oct 28 Ord Oct 28

CROWTHER, SYDNEY, Morley, Yorks, Rag Merchant Dewsbury Pet Oct 26 Ord Oct 26

DAVIES, JOHN, Wimbledon, Fancy Draper Kingston, Surrey Pet Oct 6 Ord Oct 26

DAWE, JOSEPH JOHN, Penzance, Market Gardener Truro Pet Oct 26 Ord Oct 26

EASTWOOD, HENRY, Burnley, Printer Burnley Pet Oct 27 Ord Oct 27

ELSTON, JOHN, Swindon, Innkeeper Swindon Pet Oct 26 Ord Oct 26

FINCH, EBENEZER, Clacton on Sea, Bootmaker, Colchester Pet Oct 27 Ord Oct 27

FRANKLIN, JAMES CHARLES, and JAMES WILLIAM FRANKLIN, St John st, Builders High Court Pet Oct 27 Ord Oct 27

GREEN, HENRY, Dinas, Glam, Collier Pontypridd Pet Oct 28 Ord Oct 28

GWILLIAM, EDWIN, Shrewsbury, General Dealer Shrewsbury Pet Oct 10 Ord Oct 27

HYDE, WILLIAM, Melton Mowbray, Leicester, Farmer Leicester Pet Oct 26 Ord Oct 26

JONES, HENRY, Barrow in Furness, Boot and Shoe Maker Barrow in Furness Pet Oct 28 Ord Oct 28

JONES, HERBERT, Shrewsbury, Nurseryman Shrewsbury Pet Oct 13 Ord Oct 28

KANE, ALOYSIUS JOSE, Kempsford gdns, Kensington, Attorney Pet Aug 29 Ord Oct 26

LUMSDON, HENRY, Wallsend, Northumberland, Smith Newcastle on Tyne Pet Oct 26 Ord Oct 26

MILES, MILES, Trealaw, Glam, Grocer Pontypridd Pet Oct 26 Ord Oct 26

ODDY, JOHN, Adwalton, Yorks, Farmer Bradford Pet Sept 29 Ord Oct 28

PARTON, SYDNEY, Piccadilly High Court Pet Aug 26 Ord Oct 24

RICHARDSON, HARLING, Windermere, Farmer Kendal Pet Oct 28 Ord Oct 28

ROBINSON, ROBERT IRVING, Ulverston, Wine Merchant Barrow in Furness Pet Sept 19 Ord Oct 28

ROSENBERG, JACOB, Mare st, Hackney, Leather Merchant High Court Pet Sept 24 Ord Oct 27

ROULSTON, EDWARD LAWRENCE, South Wigston, Leicester, Boot Trimmer Leicester Pet Oct 28 Ord Oct 28

ROWNTREE, ROBERT GEORGE, Tarnrigg, Cumwhitton, Cumberland, Farmer Carlisle Pet Oct 27 Ord Oct 27

SAXTON, GEORGE CHARLES, Upton Manor, Essex Builder High Court Pet Sept 29 Ord Oct 26

SELLERS, ROBERT, Wilberfoss, Yorks, Blacksmith York Pet Oct 27 Ord Oct 27

STEVENTON, WALTER SANDFORD, Whitchurch, Salop, Brewer's Traveller Crewe Pet Oct 27 Ord Oct 27

STIBBS, EDWARD WILLIAM, Leckhampton, Cheltenham, Horse Doctor Cheltenham Pet Oct 24 Ord Oct 24

TESCHY, ALICE, Shifnal, Salop, Innkeeper, Madeley Pet Oct 28 Ord Oct 28

WILKINSON, WILLIAM, Kingston upon Hull, Insurance Manager Kingston upon Hull Pet Oct 27 Ord Oct 27

WILSON, CHRISTOPHER ARTHUR, Birmingham, Tailor Birmingham Pet Sept 24 Ord Oct 28

WITHERS, GEORGE HENRY, Wimborne, Dorset, Baker Poole Pet Oct 27 Ord Oct 27

WOODS, GEORGE JOHN, Brighton, Fishmonger, Brighton Pet Sept 28 Ord Oct 27

Amended notice substituted for that published in the London Gazette of Oct 20:

LANGLEY, GEORGE BUCHANAN, Malvern, Furniture Dealer Worcester Pet Oct 16 Ord Oct 16

Amended notice substituted for that published in the London Gazette of Oct 27:

ANDREWS, HENRY, Winwick, Lancs, Wheelwright Warrington Pet Oct 22 Oct 22

London Gazette.—TUESDAY, Nov. 3.

RECEIVING ORDERS.

APPLEYARD, JOE, Bradford, Rug Manufacturer Bradford Pet Oct 31 Ord Oct 31

ASHWORTH, EDWIN, Accrington, Ironmonger's Assistant Blackburn Pet Oct 30 Ord Oct 30

ATHERTON, HERBERT WALSH, Manchester, Surveyor Bolton Pet Oct 31 Ord Oct 31

ATKIN, BURRELL, & Co, Newcastle on Tyne, Builders Newcastle on Tyne Pet Sept 15 Ord Oct 29

BASSINGTON, CHARLES EDWARD, Russell gdns, Kensington High Court Pet Oct 31 Ord Oct 31

BAZELEY, WILLIAM, Northampton, Naturalist Northampton Pet Oct 30 Ord Oct 30

BEVNON, JOHN, Pembroke, Hosier Pembroke Dock Pet Oct 29 Ord Oct 29

BICKLEY, SARAH, Walsall, Milliner Walsall Pet Oct 29 Ord Oct 29

BLUNDELL, WILLIAM GEORGE, Upper Norwood, Fruiterer Croydon Pet Oct 28 Ord Oct 28

BRAIN, GILES, Lydbrook, East Dean, Glos, Collier Gloucester Pet Oct 31 Ord Oct 31

BRIDGE, JAMES, Walsall, Grocer Walsall Pet Oct 30 Ord Oct 30

BROOKE, JOHN, Walthamstow, Fruiterer High Court Pet Oct 29 Ord Oct 29

CLAY, WILLIAM MONTAGUE CLAUDE PELHAM, Upper Parkstone, Dorset Poole Pet Oct 29 Ord Oct 29

CRANK, HERBERT, Stockport, Fruiterer Stockport Pet Oct 30 Ord Oct 30

CREED, GEORGE NORRIS, Doncaster Sheffield Pet Oct 30 Ord Oct 30

DICK, WILLIAM, Hebburn New Town, Durham, Confectioner Newcastle on Tyne Pet Oct 29 Ord Oct 29

EDGER, WILLIAM, and DANIEL EDGER, Port Talbot, Aberavon, Builders Aberavon Pet Oct 16 Ord Oct 30

EYTON-JONES, JOHN ARTHUR, Wrexham, Denbigh, Surgeon Wrexham Pet Oct 30 Ord Oct 30

FEATHER, WILSON, Halifax, Engineer Halifax Pet Oct 14 Ord Oct 26

FLEMING, ARTHUR EVELYN, Gloucester, Schoolmaster Gloucester Pet Oct 30 Ord Oct 30

GARDINER, HARRY EDWIN, Aldersgate st, Haberdasher High Court Pet Oct 17 Ord Oct 30

GOULDSMITH, JAMES STEDSTON, Perry Barr, Staffs, Jeweller's Manager Birmingham Pet Oct 29 Ord Oct 31

GOVER, FREDERICK THOMAS, Crediton, Tin Plate Worker Exeter Pet Oct 28 Ord Oct 28

GWINUTH, JOHN, Leeds, Grocer Leeds Pet Oct 28 Ord Oct 28

JACKSON, THOMAS, Horsefair, Boroughbridge, Yorks, Innkeeper York Pet Oct 30 Ord Oct 30

JACOBSON, NATHAN, Hightown, Manchester, Ironmonger Manchester Pet Oct 31 Ord Oct 31

JENNINGS, ANNIE JANE, Bedford Bedford Pet Oct 29 Ord Oct 29

JONES, ALLEN, Cardiff, Insurance Agent Cardiff Pet Oct 28 Ord Oct 28

LORD, JOHN EDMUND, Heywood, Lancs, Licensed Victualler Bolton Pet Oct 30 Ord Oct 30

LUFF, I C, Tintern, Mon, Assistant Overseer Newport, Mon Pet Oct 16 Ord Oct 30

NEALE, JOHN, Guestwick, Norfolk, Farmer Norwich Pet Sept 19 Ord Oct 31

NORDABY, HARRY GORDON, New Barnet, Clerk High Court Pet Oct 28 Ord Oct 28

PARKYN, ROBERT HENRY, Newport, Builder Newport, Mon Pet Oct 27 Ord Oct 27

PARTRIDGE, FRANK, Nuneaton, Warwick, Tailor Coventry Pet Oct 6 Ord Oct 29

PONTIFEX, RICHARD, Upper Marylebone st, Portland pl, Provision Merchant High Court Pet Oct 29 Ord Oct 29

RADFORD, WILLIAM Derby, Engine Driver Derby Pet Oct 30 Ord Oct 30

ROBSON, PETER JOHNSON, Bishop Auckland, Durham, Hatter Durham Pet Oct 31 Ord Oct 31

ROWLES, CHRISTOPHER, Cardiff, Channel Pilot Cardiff Pet Oct 28 Ord Oct 28

SELWAY, HENRY, Penygraig, Collier Pontypridd Pet Oct 30 Ord Oct 30

SHUKER, HENRY WILMOTT, Halesowen, Worcester, Fruiterer Birmingham Pet Oct 29 Ord Oct 29

SMITH, DONALD, Islington, Draper High Court Pet Oct 31 Ord Oct 31

SMITH, ROBERT, Dunston, Durham, Builder Newcastle on Tyne Pet Oct 15 Ord Oct 29

SMITH, ROBERT H, Tudhoe Grange, Durham, Confectioner Durham Pet Oct 17 Ord Oct 30

SOUTHWORTH, WILLIAM, Preston, Licensed Victualler Preston Pet Oct 30 Ord Oct 30

VERNER, GUY W, Lloyd's, Royal Exchange, Underwriter High Court Pet Aug 21 Ord Oct 29

WASS, HENRY GEORGE, Thorneywood, Nottingham, Builder Nottingham Pet Oct 30 Ord Oct 30

WESSON, MATHEW JAMES, Victoria Park rd High Court Pet Oct 7 Ord Oct 29

WILKINSON, SAMUEL, Leeds, Painter Leeds Pet Oct 29 Ord Oct 29

WILLIAMS, THOMAS, Hadley, Salop, Baker Madeley Pet Oct 31 Ord Oct 31

WOODMAN, THOMAS, Burton on Trent, Baker Burton on Trent Pet Oct 30 Ord Oct 30

Amended notice substituted for that published in the London Gazette of Oct 23:

WHITWORTH, WILLIAM ERNEST, Facit, Lancs Manchester Pet Oct 2 Ord Oct 21

Amended notice substituted for that published in the London Gazette of Oct 30:

COLLETT, JOHN HOWARD, Sparkhill, Worcester, Builder Birmingham Pet Oct 16 Ord Oct 27

FIRST MEETINGS.

ALLINSON, FREDERICK, Beeston, Builder Nov 11 at 11.30 Off Rec, 22, Park row, Leeds

BARKER, FREDERICK, Quinton, Worcester Nov 11 at 12 174, Corporation st, Birmingham

BEAK, WILLIAM, Bristol, Boot Manufacturer Nov 11 at 11.45 Off Rec, 26, Baldwin st, Bristol

BROOKE, JOHN, Walthamstow, Fruiterer Nov 16 at 12 Bankruptcy bldgs, Carey st
COLEMAN, HARRY, Harlow, Essex, Ironmonger Nov 11 at 12 The Green Man Hotel, Harlow, Essex
COLLETT, JOHN HOWARD, Sparkhill, nr Birmingham, Builder Nov 13 at 11 174, Corporation st, Birmingham
CORNBILL, FRED ARCHIBALD, Wakefield, Builder Nov 11 at 10.30 Off Rec, 6, Bond ter, Wakefield
CROWTHER, SYDNEY, Morley, Yorks, Rag Merchant Nov 11 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
DICK, WILLIAM, Hebburn New Town, Durham, Confectioner Nov 11 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
FINCH, EBENEZER, Clacton on Sea, Boot Maker Nov 12 at 11 Cups Hotel, Colchester
GREEN, HENRY, Dinas, Glam, Collier Nov 12 at 12 135, High st, Merthyr Tydfil
GOODLAND, EDWARD, Newport, I W, Fruiterer Nov 11 at 3.15 Off Rec, 19, Quay st, Newport, I W
GOVER, FREDERICK THOMAS, Crediton, Tin Plate Worker Nov 12 at 10.30 Off Rec, 9, Bedford circus, Exeter
GWINUTH, JOHN, Compton crescent, Leeds, Grocer Nov 11 at 11 Off Rec, 22, Park row, Leeds
HALL, JAMES HENRY, Moss Side, nr Manchester, Mineral Water Box Manufacturer Nov 11 at 3.45 Off Rec, Byrom st, Manchester
HILL, WILLIAM, Portslade, Sussex, Builder Nov 12 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
HILLMAN, EDWARD, Laindon, Essex, Carman Nov 13 at 12 14, Bedford row
HULL, JOHN GEORGE, Pilton, Northampton, Farmer Nov 12 at 11.45 White Hart Hotel, Thrapston
HUTCHINSON, ARTHUR, Hucknall Torkard, Notts, Plant Dealer Nov 13 at 11.45 Off Rec, 4, Castle pl, Park st, Nottingham
HYDE, WILLIAM, Melton Mowbray, Farmer Nov 11 at 3 Off Rec, 1, Berridge st, Leicester
JACKSON, THOMAS, Boroughbridge, Yorks, Innkeeper Nov 13 at 12.15 Off Rec, The Red House, Duncombe pl, York
JENNISON, PERCY WILLIAM, and ALFRED ERNEST WHEELER, Rotherham, House Furnishers Nov 12 at 12 Off Rec, Figtree ln, Sheffield
KERSEY, WALTER JAMES, Birmingham, Scalemaker Nov 11 at 11 174, Corporation st, Birmingham
KISSAM, ASTOR, Bucklersbury, Syndicate Promoter Nov 11 at 12 Bankruptcy bldgs, Carey st
LETTS, SAMUEL THOMAS, Erdington, Warwick, Painter Nov 12 at 11 174, Corporation st, Birmingham
LORD, JOHN EDMUND, Heywood, Lancs, Licensed Victualler Nov 13 at 3 19, Exchange st, Bolton
MILES, MILES, Trealaw, Glam, Grocer Nov 11 at 3 135, High st, Merthyr Tydfil
MITCHELL, MARY ANN, Preston, Licensed Victualler Nov 11 at 2.45 Off Rec, 14, Chapel st, Preston
OATES, RICHARD, West Bridgford, Notts, Ale Bottler Nov 13 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
PEARCE, ARTHUR JOHN, Brislington, Bristol, Boot Maker Nov 11 at 11.30 Off Rec, 26, Baldwin st, Bristol
PONTIFEX, RICHARD, Upper Marylebone st, Portland pl, Provision Merchant Nov 12 at 11 Bankruptcy bldgs, Carey st
ROULSTON, EDWARD LAWRENCE, South Wigston, Leicester, Boot Trimmer Nov 12 at 12 Off Rec, 1, Berridge st, Leicester
SLATER, FREDERICK COWNLEY, Newcastle on Tyne, Builder Nov 11 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
SMITH, DONALD, Islington, Draper Nov 12 at 12 Bankruptcy bldgs, Carey st
SMITH, SAMUEL, Reading, Hairdresser Nov 19 at 1 Queen's Hotel, Reading
THOMAS, JACOB HENRY, Maesycwmmer, Mon, Cigar Dealer Nov 11 at 11 Off Rec, Westgate chmbrs, Newport, Mon
VERNER, GUY W, Lloyd's, Royal Exchange, Underwriter Nov 13 at 12 Bankruptcy bldgs, Carey st
WESSON, MATTHEW JAMES, Stroud Green, Victoria Park rd Nov 13 at 11 Bankruptcy bldgs, Carey st
WHEELER, JOHN CHARLES, Chapmanslade, Wilts, Dealer Nov 11 at 12 Off Rec, 26, Baldwin st, Bristol
WILKINSON, SAMUEL, Leeds, Painter Nov 11 at 12 Off Rec, 22, Park row, Leeds

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL *with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.*